

Site	Dke 32' - 36"
ID #.	MDDSL151C1
Break	111
Other	2-17-92

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## FEDERAL MINING & SMELTING CO.

### GRANTEE

40115817



SUPERFUND RECORDS

## MINING LEASE

THIS MINING LEASE, made the 12<sup>th</sup> day of January, 1949, between the Plaintiff herein and Title, the lessor, the lessor, and the other one whose duly authorized attorney appears before me, and Leasing Company, a corporation organized and existing under the laws of the State of Colorado, hereinafter referred to as lessee.

ARTICLE I. That in consideration of the sum of \$100.00, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinabove set forth, to be kept and performed by lessee, lessor does hereby lease unto lessee for prospecting and mining for lead and zinc over, for ten (10) years from the date hereof, the following described land (for the purpose herein considered as one parcel) situated in Jasper County, State of Missouri, to wit:

Just .40 acre (1/4) of the northeast quarter (NE/4) of Section Nine (9), Township Twenty-seven (27), Range Thirty-two (32).

2. The lessor hereby gives and grants unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, shafts, damps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. IN COMPENSATION THEREFOR, lessee agrees to pay unto lessor at First State Bank, at Joplin, State of Missouri, on or before the tenth day of each month, a royalty of seven and one-half (7 1/2) per centum

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3. The lessor shall have the right to inspect and examine all the work performed by the lessee during the period of the lease, and to require the lessor to make good any damage caused by the lessee during such period, or to deduct from the amount of rent due to the lessor at the end of the period, or to require the lessor to pay to the lessor the amount of any damage sustained by the lessor as a result of the acts of the lessee, or to deduct from the amount of rent due to the lessor at the end of the period, or to require the lessor to pay to the lessor the amount of any damage sustained by the lessor as a result of the acts of the lessee.

4. The lessor shall have the right to inspect and examine all the work performed by the lessee during the period of the lease, and to require the lessor to make good any damage caused by the lessee during such period, or to deduct from the amount of rent due to the lessor at the end of the period, or to require the lessor to pay to the lessor the amount of any damage sustained by the lessor as a result of the acts of the lessee.

5. The lessor shall have the right to inspect and examine all the work performed by the lessee during the period of the lease, and to require the lessor to make good any damage caused by the lessee during such period, or to deduct from the amount of rent due to the lessor at the end of the period, or to require the lessor to pay to the lessor the amount of any damage sustained by the lessor as a result of the acts of the lessee.

6. The lessor agrees to make available to the lessee the services of a competent geologist, mineralogist, and metallurgist, at the expense of the lessee, to assist him in his operations, and to furnish him with samples of minerals or elements contained in such concentrations, which are not known or believed to be present; known or believed to be present, but not yet determined.

7. The lessor shall have the right to inspect and examine all the work performed by the lessee during the period of the lease, and to require the lessor to make good any damage caused by the lessee during such period, or to deduct from the amount of rent due to the lessor at the end of the period, or to require the lessor to pay to the lessor the amount of any damage sustained by the lessor as a result of the acts of the lessee.

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1. The following is a copy of the letter sent by Mr. John W. H. Thompson, Chairman of the Board of Directors, to the shareholders of the Canadian Pacific Railway Company.

The Canadian Pacific Railway Company has been in existence for over half a century. It has always been a public company, and its stock has been held by a large number of individuals and institutions. The Company's management has always been responsible to the shareholders, and the Company's affairs have been conducted in a fair and honest manner. The Company's success has been due to the hard work and dedication of its employees, and to the support of its shareholders. The Company's future success will depend upon the continued support of its shareholders, and upon the continued efforts of its management to maintain the high standards of service and safety which have always been the hallmark of the Canadian Pacific Railway.

All the shareholders of the Canadian Pacific Railway Company are invited to attend the Annual Meeting of Shareholders to be held at the Canadian Pacific Hotel, Vancouver, on May 15, 1966. The meeting will be opened at 10:00 a.m. and will be adjourned at 12:00 noon. The agenda will include the election of directors, the consideration of the financial statements for the year ended December 31, 1965, and the consideration of other business as may be required. The meeting will be open to all shareholders.

Yours sincerely,  
John W. H. Thompson  
Chairman of the Board of Directors  
Canadian Pacific Railway Company

2. The following is a copy of the letter sent by Mr. John W. H. Thompson, Chairman of the Board of Directors, to the shareholders of the Canadian Pacific Railway Company.

13. Beginning January 1, 1967, shareholders of the Canadian Pacific Railway Company will receive their dividends quarterly instead of annually. This change will result in a more frequent distribution of dividends, and will facilitate the preparation of quarterly financial statements.

Special Agent in Charge  
Office of Access Control

## MILLING LEASE

THIS MILESTONE, made this twenty of February,  
1949, by and between S. A. Fones and \_\_\_\_\_ Fones,  
his wife, hereinafter referred to as Lessors, and the General  
Mining and Smelting Company, a corporation organized and exist-  
ing under and by virtue of the laws of the state of Delaware  
and duly licensed to do business in the State of Missouri, here-  
inafter referred to as Lessee.

## WITNESS WHEREBY:

1. That in consideration of the sum of Ten  
dollars (\$10.00), the receipt and sufficiency of which is here-  
by acknowledged and the covenants and agreements hereinafter set  
out, to be kept and performed by Lessee, Lessors do hereby lease  
unto Lessee for prospecting and mining for lead and zinc ores,  
for ten (10) years from the date hereof, the following described  
land situated in Jasper County, State of Missouri, to wit:

All of the Northeast Quarter of the Northwest  
Quarter, except twenty-five (25) feet off the  
East side thereof, and except right of way of  
Missouri-Pacific Railroad Company, and the West  
Half of the Northwest Quarter, and the North  
Twentyfive (25) acres of the Northwest Quarter  
of the Southwest Quarter of Section 34 Town -  
ship 28, Range 32, Jasper County, Missouri,  
containing 145 acres, more or less.

2. The Lessors hereby give and grant unto the  
lessee, for said term, the exclusive right and license to prospect  
and mine said land for lead and zinc ores, together with the right  
and license to prepare for market on said premises and remove  
and sell all lead and zinc concentrates produced from said  
ores, with the right to construct buildings or other structures  
and to make excavations, openings, stockpiles, dumps, ditches, drains,  
roads, tracks, and other improvements upon said premises, including  
the use of water in said operations, and to place such machinery  
thereon as lessee may deem necessary for efficiently prospecting  
and mining said land and treating the ores mined therefrom, with  
the right in lessee to remove all property so placed thereon.

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at any time during the term hereof or within one year after  
the termination of this lease.

5. In consideration whereof, Lessor agrees  
to pay unto Lessee at the AMERICAN NATIONAL Bank,  
at Water Springs, State of Kansas, on or  
before the 10th day of each month, a royalty of seven and  
one-half (%) per centum of the gross sale of all the  
lead and zinc concentrates produced and sold from said land  
during the preceding month with the privilege to lessee to  
concentrate such concentrates and pay lessee said percentage of  
the market price therof as royalty thereon. For the pro-  
tection of the lessor and to the end that there may be no  
dispute as to the market price of concentrates so named,  
it is expressly agreed that if lessor be not satisfied with  
the market price used in making royalty settlements, lessor  
shall have and hereby agrees to take said percentage of said  
concentrates, or concentrates of like quality, in lieu of  
said royalty, at the bins where stored and further agrees to  
give written notice at once in the event lessor are not sat-  
isfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined  
to mean the valuable zinc and/or lead minerals recovered at  
the mill or concentratin plant where treated, including, in  
addition to lead or zinc, any and all other metals or elements  
contained in such concentrates, whether or not such metals or  
elements, by presently known or by future discovered methods  
of recovery, are valuable.

For the purpose of royalty payments, the sale  
price shall include any premium money received from any overburden  
agency, up to but not exceeding the amount of premium money on  
which royalty may be paid under law or valid regulation issued by  
any governmental agency having jurisdiction thereof.

preferable alternative. If a wind-swept sandbank plant should not be established, it may be necessary to be equipped with a suitable windbreak or shelter belt to reduce the effects of wind exposure. It is recommended that the area be cleared of all vegetation and then treated with a herbicide such as paraquat. This will prevent the growth of any new vegetation which would compete with the new plantings. After the area has been cleared, it is recommended that the area be treated with a herbicide such as paraquat. This will prevent the growth of any new vegetation which would compete with the new plantings.

#### \* \* \*

The following recommendations are intended to provide a guide for the establishment of wind-swept sandbank plants. The recommendations are based on experience gained from the use of these plants in various situations. The recommendations are not intended to be absolute, but rather to serve as a guide for the use of these plants. They are intended to provide a general guide for the use of these plants in various situations. The recommendations are not intended to be absolute, but rather to serve as a guide for the use of these plants. They are intended to provide a general guide for the use of these plants in various situations.

#### \* \* \* \* \*

The following recommendations are intended to provide a guide for the establishment of wind-swept sandbank plants. The recommendations are based on experience gained from the use of these plants in various situations. The recommendations are not intended to be absolute, but rather to serve as a guide for the use of these plants. They are intended to provide a general guide for the use of these plants in various situations.

#### \* \* \* \* \*

The following recommendations are intended to provide a guide for the establishment of wind-swept sandbank plants. The recommendations are based on experience gained from the use of these plants in various situations. The recommendations are not intended to be absolute, but rather to serve as a guide for the use of these plants. They are intended to provide a general guide for the use of these plants in various situations.

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13. The Fund or the Fund's manager shall have the right to require the Fund to make available to the Fund's manager and its agents, and to the Fund's manager's auditors, all information concerning the Fund's assets, liabilities, financial condition, and business affairs, and to furnish such information to the Fund's manager at such times and in such manner as the Fund's manager may reasonably request.

14. The Fund or the Fund's manager shall have the right to require the Fund to make available to the Fund's manager and its agents, and to furnish such information to the Fund's manager at such times and in such manner as the Fund's manager may reasonably request.

15. The Fund or the Fund's manager shall have the right to require the Fund to make available to the Fund's manager and its agents, and to furnish such information to the Fund's manager at such times and in such manner as the Fund's manager may reasonably request.

16. The Fund or the Fund's manager shall have the right to require the Fund to make available to the Fund's manager and its agents, and to furnish such information to the Fund's manager at such times and in such manner as the Fund's manager may reasonably request.

17. The Fund or the Fund's manager shall have the right to require the Fund to make available to the Fund's manager and its agents, and to furnish such information to the Fund's manager at such times and in such manner as the Fund's manager may reasonably request.

18. The Fund or the Fund's manager shall have the right to require the Fund to make available to the Fund's manager and its agents, and to furnish such information to the Fund's manager at such times and in such manner as the Fund's manager may reasonably request.

\* will begin August 1966. It is also intended  
to be available for the first quarter of the year.  
The following statement is made with regard to the above:  
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The following statement is made with regard to the above:  
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18. The lessee may at any time, if lessor desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon lessor shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

19. Lessor hereby expressly reserves all tailings and waste material now on lands hereby leased, together with the right to enter and remove the same, but such entry and removal shall not unnecessarily interfere with the lessee in carrying out the terms and conditions of this lease.

20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREUPON, the parties hereto have duly executed this indenture the day and year first above written.

S. A. Fones

Amy A. Fones  
Lessors

ATTEST:

J. H. Field

Secretary

FEDERAL MINING & SMELTING CO.

By J. H. Field  
Vice-President  
Lessee

STATE OF Oregon }  
COUNTY OF Cheyenne } SS

On this 18th day of February, 1949, before me, a Notary Public in and for said County, personally appeared S. A. Fones and Amy A. Fones, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State, the day and year first above written.

My term expires:

Feb 7 1951 Walter S. Fuller  
Notary Public

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1. The first step in the process of developing a new product is to identify a market need or opportunity. This involves conducting market research to understand consumer needs, preferences, and behaviors. It also requires analyzing industry trends and competition to identify potential opportunities.

2. Once a market need is identified, the next step is to develop a product concept. This involves defining the product's features, benefits, and target market. It may involve creating prototypes or mock-ups to test different design ideas.

3. The third step is to plan the development process. This includes determining the resources required, setting timelines, and establishing a budget. It may involve identifying key stakeholders and establishing communication channels.

4. The fourth step is to design the product. This involves creating detailed plans for the product's structure, materials, and assembly. It may involve working with engineers, designers, and manufacturers to refine the design.

5. The fifth step is to prototype the product. This involves creating a physical model of the product to test its functionality, durability, and performance. It may involve making adjustments to the design based on feedback from users.

6. The sixth step is to test the product. This involves conducting user testing to evaluate the product's performance, safety, and user satisfaction. It may involve making further adjustments to the design based on feedback.

7. The seventh step is to manufacture the product. This involves scaling up production to meet demand. It may involve establishing partnerships with suppliers and manufacturers to ensure a steady supply of components.

8. The eighth step is to distribute the product. This involves finding retail partners, establishing distribution channels, and managing inventory levels. It may involve creating promotional materials and marketing campaigns to attract consumers.

9. The ninth step is to sell the product. This involves interacting with consumers, addressing their concerns, and providing excellent customer service. It may involve offering discounts, promotions, and incentives to encourage purchases.

10. The tenth step is to evaluate the product's success. This involves tracking sales figures, monitoring consumer feedback, and assessing the product's impact on the market. It may involve making changes to the product or the marketing strategy based on the results.

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## Attachment

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I, John L. Marsh, and my wife, Ruth, do, that we, her, we, and our  
children, his wife, in consideration of the sum of One hundred  
dollars (\$100.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, have  
and by these presents do grant, bargain, sell, assign and transfer  
to the return thereon, all mineral, mineral, minerals, properties and  
lands and interests therein and by virtue of the law of the state of  
Missouri, we being duly licensed to do business in the state of Missouri,  
the following described mining leases, to-wit:

(1) Mining lease dated March 17, 1949, made by John L. Marsh  
and Ruth L. Marsh, his wife, to Kansas Explorations, Inc., cover-  
ing the following described lands in Jasper County, Missouri, to-wit:

The East One-half (1/2) of the Southwest  
Quarter (1/4) of Section 30, Twp. 29,  
Range 32, containing 80 acres, and

The North One-half (1/2) of Lot One (1)  
of the Northwest Quarter (1/4) of Section  
31, Twp. 29, Range 32, except 18 acres off  
the south side of said described tract and  
except highway along the north side,

which mining lease was assigned by Kansas Explorations, Inc., a  
corporation, for value received, unto Geo. J. Potter, his heirs,  
legal representatives and assigns on the 29<sup>th</sup> day of September,  
1949.

(2) That certain mining lease dated December 26, 1944, made  
by Elenna M. Taylor to Kansas Explorations, Inc., covering the fol-  
lowing described lands in Jasper County, Missouri, to-wit:

The Northwest Quarter (1/4) of the North-  
east Quarter (1/4) of Section 31, Township  
29, Range 32,

which mining lease was assigned by Kansas Explorations, Inc., a  
corporation, for value received, unto Geo. J. Potter, his heirs,  
legal representatives and assigns on the 29<sup>th</sup> day of September, 1949.

(3) That certain mining lease dated August 7, 1948, made by  
John Carter and Ruth T. Carter, his wife, to Geo. J. Potter, cover-  
ing the following described lands in Jasper County, Missouri, to-  
wit:

The West One-half (1/2) of Lots One and Two  
(1 and 2) of the Northeast Quarter (1/4) of  
Section 2, Township 27 N, Range 34 E., ex-  
cept the South 10 acres, containing 86 acres  
more or less.

(4) Mining lease dated March 3, 1950, made by Harold Fenix  
and Thelma Fenix, his wife, to Geo. J. Potter, covering the follow-  
ing described lands in Jasper County, Missouri, to-wit:

The Southwest Quarter (SW 1/4) of the North-  
west Quarter (NW 1/4), Section 36, Township 28,  
Range 34, containing 40 acres, more or less; and

The Northeast Quarter (NE 1/4) of the Northeast  
Quarter (NE 1/4), Section 36, Township 28, Range  
34, containing 40.12 acres, more or less, and

The South One-half (S 1/2) of the Southeast  
Quarter (SE 1/4) of Section 25, Township 28,  
Range 34, containing 80 acres, more or less, and

No. 9231 M.J. 1950

My dear friends J. R. and J. L. 1950.

On this last day of March, 1950, before me, a Notary Public,  
in and for the said County, personally appeared W. H. Pottier and  
John E. Pottier, his wife, to me known to be the persons described  
in and who executed the foregoing instrument, and acknowledged that  
they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal at my office in Dublin in said County and State,

County of Essex } ss.  
State of Missouri }

In witness whereof, the said Geo. W. Pottier and Fay E. Pottier,  
in the presence of W. H. Pottier, his wife, A. Donaldson and John E. Pottier,

and for the same purposes and considerations do convenant with  
each other to enter into this joint and several agreement for the joint lives  
and after their deaths, leaving all their assets heretofore, descended or  
that otherwise of this world shall have come into their possession  
and to their heirs and assigns, to be divided among them in equal  
shares, except as hereinbefore noted and that said legacies are in full  
shares from all items and enumerations including stocks and securities  
between said in full and that said relatives, and interrelated relatives have  
and interest in the said realty as follows: due under said leases and  
trust agreements of the said assets heretofore, descended and left by  
the said husband and wife, being successively, A. Donaldson and John E. Pottier  
and their heirs and assigns, shall have an undivided half interest in all  
and for the same purposes and considerations do convenant with  
each other to enter into this joint and several agreement for the joint lives

all in Section 32, Township 28, Hamme 33.  
half (1/2) of the Northeast quadrant quarter (1/4)  
Northeast quadrant (1/4) and the East one-half (1/2) of the  
(1/4) and the West one-half (1/2) of the  
one-half (1/2) of the Southeast quadrant quarter

(6) That certain mutual lease dated January 11, 1949, made  
by Mr. Walter-Joseph J. Head & zinc Company, a corporation, of the  
City of, State of, Massachusetts, to the Harters, hereinafter, legally represented  
and used and assigned on the fifth day of August, 1948.

With a mutual lease was associated by E. J. Donaldson and J. R. Green  
for a term received by E. J. Donaldson and J. R. Green  
thereon, plaintiff,

40 acres northeast corner, containing 1/8  
Section 2, Township 27, of Range 34, except  
Northwest quadrant, fractional quarter, see-

Town 11, the following described lands in Essex County, Massachusetts,  
John E. Harter and Agnes Lewis, to E. J. Donaldson and J. R. Green,  
(9) Mutual lease dated July 1, 1948, made by J. R. Harter,

All living, being and situated in the County of  
Essex, state of Massachusetts,

The southwest quadrant (1/4) of the northeast  
quarter (No. 1/4) of Section 27, Township 28,  
Range 33, containing 1/4 acre more or less,  
33, containing 1/4 acre more or less, and  
quarter (No. 1/4) of Section 30, Township 28, Range

MINING LEASE

THIS INDENTURE, Made and entered into this 31st day of March, 1950, by and between Geo. W. Petter and Fay F. Petter, his wife, as parties of the first part and hereinafter referred to as lessors, and the Federal Mining and Smelting Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware and duly licensed to do business in the State of Missouri, as party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of Ten Dollars (\$10.00) to them in hand paid and other valuable considerations, the receipt and sufficiency of which to support each and every covenant hereof and each and every right herein granted is hereby acknowledged, and the covenants and agreements to be kept and performed and the royalties to be paid by the lessee, all as hereinafter set forth, have and by these presents do demise, lease and let to the lessee, its successors and assigns, for the purpose of prospecting for, mining and milling lead and zinc ores the following described real estate, to wit:

Lands lying in Jasper County, Missouri:

All of Section 13, Twp. 27, R. 34 W.  
The E 1/2 of Sec. 14, Twp. 27, R. 34 W.  
All of Sec. 18, except the east 1/2 of  
the SW 1/4 of said section, Twp. 27,  
R. 33.

Lands lying in Jasper County, Missouri:

The E 1/2 of Sec. 23, Twp. 27, R. 34 W.

All of Sec. 25, lying north of Shoal Creek  
except the E 1/2 of the E 1/2 which lies  
north of Shoal Creek, the part leased con-  
taining approximately 220 acres, all in  
Twp. 27, R. 34 W.

All of Sec. 19 except the SW 1/4, and except  
the E 1/2 of the NW 1/4, and except the N 1/2  
of the NW 1/4 of the NE 1/4, the part leased  
containing approximately 380 acres, all in  
Twp. 27, R. 33 W.

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land for lead and zinc ores, together with the right and license  
to prepare for market on said premises and remove and sell all

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lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease, and without charge or rent if so removed.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay to lessors on or before the tenth (10th) day of each month, a royalty of Seven and One Half per centum ( $7\frac{1}{2}\%$ ) of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessee to consume such concentrates and pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the salable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the

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ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining lessee shall not be liable for damages done to the surface of said lands on account of any such mining.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein, except that such plant or plants shall not be located upon the N 1/2 of the NW 1/4 of Sec. 24, Twp. 27 N., Range 34 W., this being the 80 acres upon which the ranch house is located, without written permission of lessor, Geo. W. Potter. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said

*central plant shall not be equipped with automatic weighing and sampling devices, then the ore shall be weighed and sampled by hand, and the lessor shall have the right to inspect the same.*

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covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the lessee, however, if ores and rock from this or other lands are milled upon the lands covered hereby all such materials shall belong to lessors provided, however, that the lessor as long as this lease is in effect shall have the right to rerun or retreat the same for further recovery of the values therein contained or at its election it may sell such materials for the highest and best price obtainable and in the event of such sale it shall pay to lessors Seven and One Half per cent ( $7\frac{1}{2}\%$ ) of the gross amount received for such material which shall be full payment to lessors for the materials sold. If lessee elects to remill such tailings and other waste material it shall not be required to carry on prospecting or mining while such remilling operation is being conducted;

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

-A  
5.

11. Lessee shall commence prospecting operations within three months from the date hereof, and shall carry on continuous drilling with one or more drill rigs, and shall not suspend such drilling for a period longer than ninety days at any one time during the following two years from the date hereof except on account of accidents, strikes, or other conditions beyond the control of the lessee. Thereafter the minimum work requirements during any year in which mining operations are not carried on shall consist of six hundred feet of drilling per year for the duration of the lease. If mining operations have not been commenced during the ten year term hereinbefore fixed this lease shall expire at the end of the ten year term hereinbefore fixed. If mining operations shall have been commenced during the ten year term hereinbefore fixed this lease shall continue in full force and effect so long as ore shall be produced from the lands covered hereby, provided, however, that the lessee shall not be obligated to continue such operations in order to maintain this lease in case lessee shall be prevented from so doing by strikes, accidents or other causes beyond the reasonable control of the lessee or in case the then existing market prices of concentrates shall be such that ore cannot be produced at a profit, but in case of suspension of operations due to economic conditions, lessee shall carry on prospecting operations at a minimum rate of six hundred feet of drilling per year.

12. Lessee shall not drill prospect holes closer than 250 feet to any building now located on the premises without the written permission of lessor Gee. W. Petter, nor shall it sink any shaft or carry on any surface mining closer than 250 feet to any of such buildings without the written permission of lessor Gee. W. Petter, however nothing in this paragraph provided shall prevent lessee from mining by means of underground drifts any ore bodies which may extend in the area in or around or under said buildings.

13. Lessee shall furnish lessors a true copy of the log of

14. If lessor's interest in the leasehold estate is terminated by sale or partition, or if lessor dies, or if lessor becomes insolvent, or if lessor's title is otherwise impaired, lessor shall remain obligated to pay all rents and other amounts due under this lease.

15. If lessor's interest in the leasehold estate is terminated by payment, assignment, or otherwise, lessor shall remain obligated to pay all rents and other amounts due under this lease until the interest is subrogated to the lessee, or until the end of the term.

16. In the event of a fire or other casualty occurring in the area of the leasehold estate, or in the event of any other emergency declared by such emergency and event based upon which it is necessary to make a shaft in any area heretofore described for removal of mineral or damage to cause or injury to the surface, lessor shall be entitled to use the surface for shafting purposes and to do whatever is necessary to carry on such operations as may be required to remove the damage by said shaft. The shaft may be made in the ultimate selected by lessor upon which the leasehold estate is situated. If there are appurtenances thereto, lessor may, at his option, exercise his right to construct by shafting for removal of portion of same the written permission of lessor.

17. If lessor receives from lessor more than his proportionate share of royalties then lessor will retain the same. If lessor fails to pay the whole or any part of the acreage heretofore described by giving seven (7) days written notice of its intention so to do, and thereafter lessor shall be relieved from all obligations hereunder as to the acreage surrendered, if less than the whole is surrendered. If the whole area is surrendered then both parties are released and relieved from all obligations hereunder. If only a portion of the acreage is surrendered then and in that event the lease shall remain in full force and effect as to the remaining acreage not covered by the instrument of surrender.

complaint:

to the following tract of land situated in Newton County, Missouri,  
20. The terms and conditions of this lease shall also apply  
unconditionally and immediately of the parties hereto.

upon and during to the benefit of the heirs, executors, legal representatives  
19. The terms and conditions of this lease shall be binding  
as shown by the registered post office receipt, as the case may be.  
shall start to run from the date of delivery of the check  
to either party at the same address and the time of such notice  
Baxter Springs, Kansas, or such notice may be delivered personally  
by mailing the same by registered mail addressed to the lessor at  
given by lessor at the said Post Office to be given  
lessor, Mr. Postler at the above address and any notice delivered to be  
given to either of lessors may be mailed by registered mail to  
shall constitute the date of payment, likewise any notice delivered to  
either party, and the date of mailing of said check  
may be made by mailing check for sum to him, Mr. Postler,  
had joined together and to the further application than payment of money  
binding upon both the lessors in full and completely as it pertains  
on behalf of the lessors and anything had or done by him shall be  
the said lessor, Mr. Postler shall at all times represent and act for and  
serve upon lessor it being the agreement of the parties hereto that  
of both of lessors and may give or receive any notice delivered to  
lessor to the amount that lessor, Mr. Postler shall act as agent  
herein to the same effect as if served upon each of the lessors,  
shall have the same effect as if served upon each of the lessors.  
serve on lessors may be served on lessor, Mr. Postler and such service  
18. Any instrument or notice which lessor may send to  
him, at the option of the lessors which may be executed  
as not removed within said period the lessor shall compensation  
of the violation complained of, and if such violation is default  
of the lessors, lessor may give thirty days written notice  
17. In case of failure of lessor to keep and perform this

All of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land consisting of lots 1, 2, 3, 4, 7, 8, 33, and a small portion unnumbered situated adjoining the  $\frac{1}{4}$  of the tract of land described as follows, beginning at the corner of the corner of lot No. 1/4, thence east along the north line of said lot No. 1/4 to a point 33 ft east of the corner of the  $\frac{1}{2}$  of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land containing the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land, thence east along the north line of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land to a point on the south line of said  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land to a point on the south line of the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land containing the  $\frac{1}{4}$  of the  $\frac{1}{4}$  of the tract of land, thence north to a point of beginning, containing 7 acres, more or less.

and the further recd. in consideration of the sum of \$1000. shall severally conduct his operations upon the above described tract of land so as to pay five per cent (5%) of the market value of any lead and zinc ore produced from the aforesaid lands to Margaret Wilson during her lifetime, the aforesaid royalty of five per cent (5%) having been reserved by the aforesaid Margaret Wilson at the time of the grant of the aforesaid tract of land to lessor, which reservation of royalty expires completely and absolutely upon the death of the aforesaid Margaret Wilson, thereupon to be paid to lessor, in addition to the remaining two and one-half per cent (2 $\frac{1}{2}$ ) royalty to be paid to lessor from the inception of this lease.

IN WITNESS whereof, the parties hereto have duly executed this indenture the day and year first above written.

AFFEST:

*Geo. F. Potter*  
Secretary

AMERICAN MINE AND MILLING COMPANY

BY R. Woodburn LESSEE Vice President

STATE OF MISSOURI )  
County of Jasper )  
                          } ss.

BE IT REMEMBERED, That on this 31<sup>st</sup> day of March, 1950,  
before me personally appeared Geo. F. Potter and Fay F. Potter,  
his wife, to me known to be the persons described in and who executed  
the foregoing instrument, and acknowledged that they executed  
the same as their free act and deed.

IN TESTIMONY whereof, I have hereunto set my hand and affixed  
my notarial seal at my office in said county the day and year last  
above written.

*Edmund Thorne*  
Notary Public

My term expires:

Jan. 16 1951

226 1030

226

STATE OF NEW YORK }  
COUNTY OF NEW YORK ) ss

On this 24 day of April, 1950, before  
me appeared (X) George R. Davis to me personally  
known, who, being by me duly sworn, did say that he is  
Vice-President of Federal Mining and Smelting Company, a  
corporation organized and existing under and by virtue of  
the laws of the State of Delaware, and that the seal affixed  
to the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and said (X) George R. Davis acknowledged  
said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my  
hand and affixed my official seal at my office in said county  
and state the day and year last above written.

My term expires Sept 5, 1950

George R. Davis  
NOTARY PUBLIC

NOTARY PUBLIC  
State of New York  
County of Jefferson  
APR 30 1950  
RECORDED

Date of recording / 1950  
County of Jefferson  
FILED FOR RECORD

APR 31 1950  
SEARCHED INDEXED SERIALIZED FILED  
*George R. Davis*  
RECORDED

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That Geo. W. Potter and Fay F. Potter, his wife, for value received, do hereby transfer, convey and assign unto Federal Mining and Smelting Company, a corporation of the State of Delaware, its successors and assigns, that certain contract dated February 26, 1941, made by Sarah C. Gunning to Kansas Explorations, Inc., a corporation, granting the perpetual right to flow mine waters into any ditch or drainage way on the following described lands in Jasper County, Missouri, to wit:

The East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-six (26), and the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-three (23), Township Twenty-nine (29), Range Thirty-three (33),

which said contract was assigned by Kansas Explorations, Inc., to Geo. W. Potter, his heirs, legal representatives and assigns, by an assignment dated September 29, 1949, and which said contract and assignment were filed for record in the office of the Recorder of Deeds of Jasper County, Missouri, on April 4, 1950.

IN WITNESS WHEREOF, the aforesaid Geo. W. Potter and Fay F. Potter, his wife have executed these presents this 5th day of April, 1950.

State of Missouri }  
County of Jasper ) ss.

On this 5th day of April, 1950, before me a notary public in and for said County, personally appeared Geo. W. Potter and Fay F. Potter, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Joplin in said County and State, the day and year first above written.

My term expires January 16, 1951.

Notary Public

MISSOURI LAND AND LOAN COMPANY  
NEGOTIATED BY MISSOURI LAND AND LOAN COMPANY

IN KANSAS CITY, MISSOURI, ON THE 1ST DAY OF MARCH, 1950, FOR THE SUM OF \$1,600.00 DOLLARS.

The undersigned hereby covenants that I, the 2<sup>nd</sup> , the legal owner of the real estate covered by the Deed of Trust dated the 3<sup>rd</sup> day of March, 1945, and recorded in the office of the County Recorder of Jackson County, Missouri, on page 100, and given to secure the payment of a note in bond for the principal sum of THIRTY TWO HUNDRED FIFTY AND NO/100 DOLLARS payable on the 1<sup>st</sup> day of March, 1950, and interest thereon at the rate of 6% per annum from and including the date of this note to the date of maturity, which is hereby acknowledged that there is due and unpaid the sum of TWENTY EIGHT AND 74/100 DOLLARS of principal money, and in consideration of the extension of time for the payment thereof the undersigned hereby promises and agrees to and with the said Missouri Land & Loan Company, the present holder of said note, and with its successors or assigns, to pay said indebtedness at the office of Missouri Bank and Trust Company in Kansas City, Missouri, or elsewhere, ONE HUNDRED AND NO/100 DOLLARS of the principal sum on the 1<sup>st</sup> day of September, 1950, \$100.00 September 1, 1950; \$100.00 September 1, 1950; \$100.00 September 1, 1950; \$100.00 September 1, 1950.

IT IS AGREED THAT THE DATE OF MATURITY OF THIS NOTE SHALL BE THE 1<sup>ST</sup> DAY OF MARCH, 1951, UNLESS MATURITY AT THE RATE OF SIX PER ANNUUM PAYABLE IN ADVANCE.

IT IS AGREED THAT THE UNDERSIGNED FURTHER AGREES TO PAY THE UNDERTAKING STATED THEREIN AFTER MATURITY AT THE RATE OF 6% PER ANNUUM UNLESS PAID, AND THE UNDETERMINED FURTHER INTEREST RECEIVED BY THE UNDERSIGNED FROM THE Bearer HEREIN IS HEREBY AGREED TO PAY TO THE Bearer HEREIN, AND NOT TO ANY OTHER PERSON, PROVIDED THAT THE UNDERSIGNED WILL FURNISH A CERTIFICATE OF NON-PERFECTNESS OF THE TITLE TO THE PROPERTY UPON WHICH THIS NOTE IS SECURED, AND PAY THE PRINCIPAL OR ANY INTEREST ACCRUING ON THE SAME, AND THE COST OF THE SAME, AS SOON AS THE UNDERSIGNED RECEIVES A REQUEST THEREFOR, OR ELSE THE DATE OF PAYMENT IS FORWARDED, IN ADDITION TO SUCH EXPENSE, ALL OF THE FEES FOR RECORDING, REGISTRATION, OR INDEXATION.

J. J. Burley  
Dana Eberlein and Son, Inc.

MISSOURI LAND AND LOAN COMPANY COUPON NO. 6-15629

KANSAS CITY, Mo., March 1, 1950 No. 6-15629

ON THE FIRST DAY OF March, 1950

FOR VALUE RECEIVED THE UNDERSIGNED PROMISES TO PAY TO THE BEARER HEREIN AT THE OFFICE OF THE

MISSOURI BANK AND TRUST COMPANY

Fifty and 04/100 - \$ 50.94

ACCORDING TO THE TERMS OF AND BEING INTEREST OF, THEN DUE ONE BOND FOR \$1,600.14

THIS DAY, UNDETERMINED, AT SIX PER CENT PER ANNUUM, PAYABLE

IN KANSAS CITY, MISSOURI.

J. J. Burley  
Dana Eberlein and Son, Inc.

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KANSAS CITY, Mo., March 1, 1950 No. 6-15629

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KANSAS CITY, Mo., March 1, 1950 No. 6-15629

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MISSOURI BANK AND TRUST COMPANY

Fifty and 04/100 - \$ 50.94

ACCORDING TO THE TERMS OF AND BEING INTEREST OF, THEN DUE ONE BOND FOR \$1,600.14

THIS DAY, UNDETERMINED, AT SIX PER CENT PER ANNUUM, PAYABLE

IN KANSAS CITY, MISSOURI.

J. J. Burley  
Dana Eberlein and Son, Inc.

## MISSOURI ACKNOWLEDGMENT - MAS AND WIFE

STATE OF Missouri  
County of Jasper } On this <sup>1<sup>st</sup> day of April <sup>1950</sup>, before me, the undersigned, a Notary Public, personally appeared Johanna Burkhardt and Dena Klontz, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged</sup>

they did so do the same as their free act and deed.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
at my office in Orange Mo. R.A. the day and year last above written.

My term expires Dec 29, 1950. Hester Ashurst  
Notary Public in and for said County and State

## MISSOURI ACKNOWLEDGMENT - UNMARRIED PERSON

STATE OF Missouri  
County of Jasper } On this <sup>1<sup>st</sup> day of April <sup>1950</sup>, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as free act and deed. And the said \_\_\_\_\_ further declare \_\_\_\_\_ to be single and unmarried.</sup>

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_ the day and year last above written.

My term expires <sup>1<sup>st</sup> April <sup>1950</sup>. Notary Public in and for said County and State</sup>

MINING LEASE

THIS INDENTURE, Made and entered into this 17th day of April 1950, by and between Elizabeth A. Pate, widow of Harry Pate, deceased, minewhile, as parties of the first part and hereinafter referred to as lessors, and Federal Mining and Smelting Company, as party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of One Dollar (\$1.00) to them in hand paid and other valuable considerations, the receipt and sufficiency of which to support each and every covenant hereof and each and every right herein granted is hereby acknowledged, and the covenants and agreements to be kept and performed and the royalties to be paid by the lessee, all as hereinafter set forth, have and by these presents do demise, lease and let to the lessee, its heirs and assigns, for the purpose of prospecting for, mining and milling lead and zinc over the following described real estate, to wit:

All of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Five (5), Township Twenty-seven (27), Range Thirty-three (33), Jasper County, Missouri, containing forty (40) acres more or less,

for the term of ten (10) years from and after the date hereof and as long thereafter as lead and zinc over may be found and produced from said premises, all upon the following terms and conditions, to wit:

004251

• The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water power operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease, and without charge or rent if so removed.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay to lessors on or before the tenth (10th) day of each month, a royalty of Seven and one-half percent \_\_\_\_\_ of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessors to consume such concentrates and pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the salable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining lessee shall not be liable for damages done to the surface of said lands on account of any such mining.

7. It is further understood and agreed that all ore mined from the lands agreed hereby may be cleaned and prepared for market on this or other lands within or without the legal area within which the lands agreed hereby are located, as may be found desirable by lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that each plant or plants may be located on these lands, with the right to treat ores from other lands herein. If said central concentrating plant shall be situated in the same place, washing and sampling devices, then such ore may be washed, cleaned, treated, handled and concentrated, and the same may be segregated, for in the manner which is now or may hereafter be adopted by a majority of the miners in the same locality, and the same shall not be segregated in the manner adopted by a minority of the miners in the same locality, than the ore may be segregated in the manner adopted by a majority of the miners in the same locality.

losses.

Land for the purpose of transportation and communication, now under construction, 20. The losses shall have the right to enter upon land

thereafter made

in consequence of which the land for the purpose of transportation and communication, now under construction, 20. The losses shall have the right to enter upon land

and in the event of such land for the purpose of transportation and communication, now under construction, 20. The losses shall have the right to enter upon land

and in the event of such land for the purpose of transportation and communication, now under construction, 20. The losses shall have the right to enter upon land

11. The lessee shall commence prospecting or mining upon said lands within 180 days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 90 days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until prices improve so that mining can be profitably carried on; provided that suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of lessors.

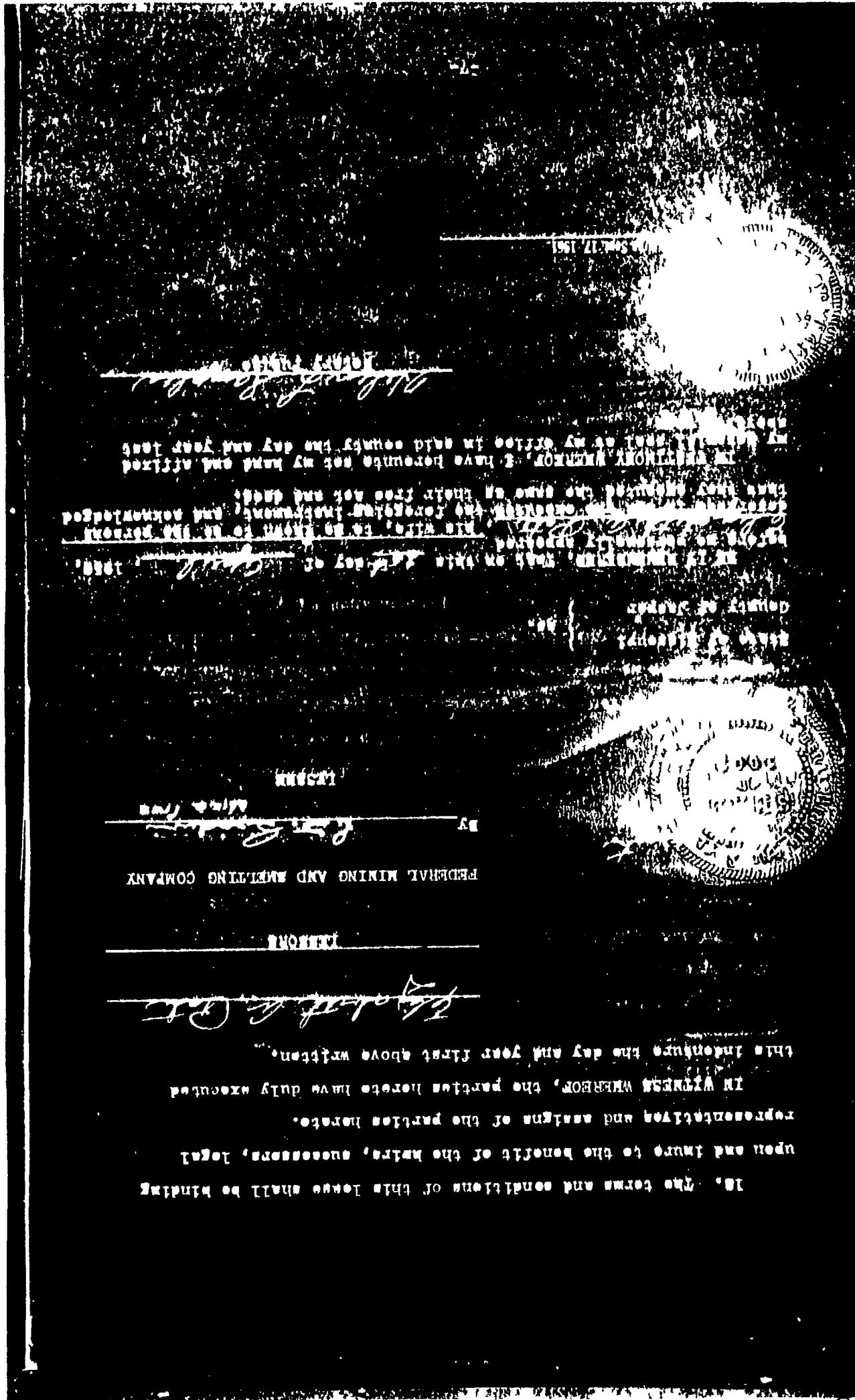
12. Lessee shall furnish lessors a true copy of the log of each drill hole put down on said land by lessee, showing any assays made of cuttings therefrom, and shall, upon request of lessors, furnish print of any underground workings on said land mined by lessee.

13. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessors, and be subrogated to the rights of the holder thereof.

15. The lessee may at any time if it so desires pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving seven (7) days written notice of its intention so to do and thereafter lessee shall be relieved from all obligations





STATE OF NEW YORK  
COUNTY OF NEW YORK } 55

On this 28<sup>th</sup> day of April, 1950, before  
me appeared R. J. Goodwin to me personally  
known, who, being by me duly sworn, did say that he is Vice-  
President of Federal Mixing and Smelting Company, a corporation  
organized and existing under and by virtue of the laws of the  
state of Delaware, and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corpora-  
tion by authority of its Board of Directors, and said

R. J. Goodwin acknowledged said instrument to be the free  
act and deed of said corporation.

In testimony whereof, I have hereunto set my  
hand and affixed my official seal at my office in said county  
and state the day and year last above written.

My term expires

Harold Hove

NOTARY PUBLIC  
HAROLD HOVE,  
NOTARY PUBLIC, STATE OF NEW YORK,  
No. 214-1950  
QUALIFIED IN KANSAS CITY  
Kan. City, Mo., N.Y.C. Oct. 14, 1948  
Commission Expires Dec. 31, 1954

State of Missouri  
County of Jasper | MM  
FILED FOR RECORD

JUL 10 1950

AT 2 P.M.  
1 MINUTE  
Virginia R. Anderson  
RECORDED

-1-

1045

from said premises, all upon the following terms and conditions:

An - Long - term leaseholder as lessor and such lessor may be found and produced for the term of ten (10) years from and after the date hereof and

All of the East One-half (E 1/2) of  
Lot One (1) of the Northeast Quarter  
(NE 1/4) of Section Six (6) Township  
Twenty-seven (27), Range Thirteenth  
County, Marion, all in Jasper  
37 acres more or less, all in Jasper  
(33), except the railroad contingencies.

WITNESS:   
 I, Johnson, found and made above this following deposition read etc., to  
 witness and make, for the purpose of preserving for, writing and  
 and by those present do declare, know and let to the lessor, it is  
 witness to be paid by the lessor, all as heretofore set forth, have  
 the following and alinement to be kept and performed and the lessor  
 and each and every right herein granted is hereby acknowledged, and  
 and witness to support each and every covenant herein  
 to them in hand paid and other valuable considerations, the receipt  
 I, Johnson, in consideration of the sum of one dollar (\$1.00)

Johnson, that  
 I am,

, company, in part of the second part and heretofore reported to as  
 lessor, reported to as lessor, and before Martin and Cawell,  
 John M. Williams, his wife, a subscriber of the first part and  
 April 1, 1860, by and between Williams, John M. Williams and

This instrument, made and entered into this 18th day of

MINING LAWS

Government Agency having jurisdiction thereof.

Any amount may be paid under law or valid regulation imposed by any up to but not exceeding the amount of premium money in which includes any premium money received from any Government Agency.

For the purpose of recovery payments the male parent shall known as the future disability maturing on recovery, the valueable contribution, whether or not much material or permanent, by present any sum and all other material or permanent contributed in such case, any sum and all other material or permanent contributed in such case, including plants where treated, included, in addition to lead or suitable zinc and/or lead materials in recovered at the mill or even found and zinc concentration are hereby defined to mean the

any Johnson and pensionable of the market price thereof in recovery paid to pensioner to obtain enough compensation and for which the disability to receive the proceeding contribution produced and sold from such land during the period during the month (forty) day of each monthly, a royalty of five percent above the net (gross) sales of all the land and zinc

as follows: twenty-five percent, lesser area to pay to lessor

and deduct the same from it so removed.

the amount of which one year above the termination of this

any time removed or withdrawn no placed upon the land during

any time during which the other mineral therefrom, with the effect in

any time removed or withdrawn, the other mineral therefrom, and mineral said

any time removed or withdrawn, and to place such mineralization between as lesser

any time removed or withdrawn, and to place such mineralization between as lesser

any time removed or withdrawn, and to place such mineralization between as lesser

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any time removed or withdrawn, and to place such mineralization between as lesser

any time removed or withdrawn, and to place such mineralization between as lesser

-3-

covered hereby shall not be amalgamated with other lands  
whether and example devolved, then the area divided from the Lands  
at, If said central plant shall not be equipped with apparatus  
may however be established on standard model and practice there-  
determined, sold and resold for in the manner which is now or  
else shall be used, namely, treated, handled and processed  
equipped with automatic washing and cleaning devices, then such  
lands therefore, If said central concentration plant shall be  
located on those lands, with the right to treat area from other  
as a central concentration plant and that such plant or plants may  
exist in which other area being treated, commonly referred to  
simply by reason, as an independent operation, or in a mill or  
which the lands covered thereby are located, as may be deemed de-  
sirable on this or other lands within or without the local area within  
from this lands covered hereby may be cleaned and prepared for mar-  
keting.

7. If it becomes undesirable and intended that all area in  
said lands on account of any such mining.

lands shall not be liable for damage done to the surface of  
open pit mining, and in the event of any strip or open-pit mining  
undesirable to excavating in the manner known as strip or  
open-pit mining.

8. All mining operations shall be carried on in a manner  
as to be reasonably safe.

9. No such workman-like mining and may be conducted by shaft and  
elevator, down into the mine solid, and the money received from sales  
of coal or concentrate produced from said lands, and sold or  
elsewise will keep separate books showing quantities

10. The mine will be operated by the contractor by reason  
of any subdivision thereof, or by the Plaintiff Government  
or any corporation or individual to whom the entire or lands are  
conveyed or leased to pay the proposed sum of any

10. The developer shall have the right to enter upon said  
above provided.

shall not be diminished with other ore and mineral areas except as  
provided in the ore and mineral areas mined on the lands covered hereby,  
and on adjacent lands throughout a tract or claims in this land,  
but or subject to adjustment lands and to hold over and minerals  
over and mineral areas mined on the lands covered hereby throughout a  
or districts for hunting-walks of over from other lands and to remove  
9. Losses shall have the right to use undivided tunnel

mining operation is being conducted.

not be entitled to carry on prospecting or mining while such re-  
serves to permit such tailings and other waste material to shall  
shall be paid payment to lumber for the materials sold. If losses  
(%) per cent of the gross amount received for such material which

and in the event of such sale it shall pay to lessors five  
the day shall be entitled for the highest and best price obtain-  
able recovery of the various timberland contained or at the election  
of the owner the above rate up to seven or eight the same for fur-  
ther, however, during the same as long as this lease is in ef-  
fect, provided, that the lessor to whom the boltong to lessors pro-

cess to show title to other lands are settled upon the lands  
settling, information shall be given to the lessee, however, if res-  
erved in either lands the latter, rock and other by-products  
as follows and rock from the lands covered hereby are

use separately from any other company.  
such other lands, and the consequences shall be sold and removed  
from the company to the company to the company recovered from one  
part of the land.

11. The lessee shall commence prospecting or mining upon said lands within 100 days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 90 days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until prices improve so that mining can be profitably carried on; provided that suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of lessors.

12. Lessee shall furnish lessors a true copy of the log of each drift hole put down on said land by lessee, showing any assays made of cuttings therefrom, and shall, upon request of lessors, furnish print of any underground workings on said land mined by lessee.

13. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessors, and be subrogated to the rights of the holder thereof.

15. The lessee may at any time if it so desires pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving seven (7) days written notice of its intention so to do and thereafter lessee shall be relieved from all obligations

FEB 13 1964 W.

of Loyalty may be made by mailing check for same to  
**B-57**

If both had joined together and it is found necessary that payment  
 shall be paid directly upon both the lessors as jointly and severally as  
 and set top and on behalf of the lessee and any liability had or done by  
 that the said "Warren B. Williams" shall at all times represent  
 to be served upon lessor if before the agreement of the parties hereinafter  
 the amount of both of lessors and may give or serve any notice desired  
 lessors. Likewise it is agreed Warren B. Williams shall set as  
 principal shall have the name effect as it served upon each of the  
 above or lessors may be served on Warren B. Williams and upon  
 17. Any instrument or note which lessor may desire to  
 make, in the opinion of the lessors which ready shall be executors.  
 to be removed within said period that lease shall thenupon termi-  
 nate without termination compelled of, and if such violation or default  
 occurs of this lease, lessor may give thirty days written notice  
 giving him time to cure same or lessor may sue for performance  
 of this lease which is now coveted by the instrument of assignment.  
 avoid this lease shall remain in full force and effect as to the  
 if only a portion of this acreage is unleased then and in that  
 case released him relieved from all further obligation hereunder.  
 and terminated. If the whole area is leased both parties  
 measurement as to the area surrendered to less than the whole is

18. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representation and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

W. Arthur R. Willman

Arthur R. Willman  
LESSONS

FEDERAL MINING AND SMELTING COMPANY

By K. W. Willman  
Vice President

LESSEE

STATE OF MISSOURI   } MS.  
COUNTY OF JASPER   }

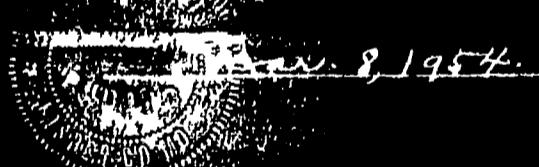
Approved as to form  
LEGAL DEPARTMENT  
By Exx 4/19/50

BE IT REMEMBERED, That on this 18th day of April, 1950,  
before me personally appeared Warren R. Willman, his wife, to me known to be the persons  
described in and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my notarial seal at my office in said county the day and year last  
above written.

Harriett D. Davis  
Notary Public

My seal expires:



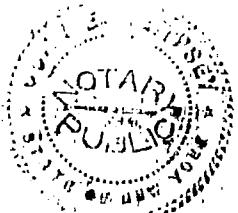
8/1954

STATE OF NEW YORK }  
COUNTY OF NEW YORK ) SS

On this 10<sup>th</sup> day of July, 1950, before  
me appeared R. Smith Vaughan to me personally  
known, who, being by me duly sworn, did say that he is Vice-  
President of Federal Mining and Smelting Company, a corporation  
organized and existing under and by virtue of the laws of the  
state of Delaware, and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corpora-  
tion by authority of its Board of Directors, and said R. Smith  
Vaughan acknowledged said instrument to be the free  
act and deed of said corporation.

In testimony whereof, I have hereunto set my  
hand and affixed my official seal at my office in said county  
and state the day and year last above written.

My term expires



John E. Dempsey

NOTARY PUBLIC

JOHN E. DEMPSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 41-399868  
Qualified in Queens County  
Commission filed with  
Queens Co. Register, N.Y. Co. Clerk & N.Y. Co. Register  
Commission Expires March 30, 1952.

State of Missouri } SS:  
County of Jasper }  
FILED FOR RECORD

JUL 10 1950  
AT 2 MINUTES  
RECORDED

Virginia A. Andrews  
RECORDED

004253

"... all upon the following terms and conditions:

as long as the same may be found and produced  
for the sum of One Hundred and Sixty Dollars (\$160.00) down and after the date hereof and

to railroad right-of-way,  
County (80) acres more or less, subject  
(33), Jasper County, Missouri, containing  
Twenty-seven (27), Range Thirteen  
(NW 1/4) of Section Five (5), Township  
All of Lot One of the Northwest Quarter

Mining land and such other following described real estate, to  
have and retain, for the purpose of prospecting for, mining and  
and by those proprietors do demiss, lease and let to the lessee, its  
successors to be paid by the lessee, all as hereinafter set forth, have  
the government and improvements to be kept and preserved and the rey-  
and each and every right herein granted is hereby acknowledged, and  
and sufficiency of which to support each and every convenient heretofore  
to them in hand paid and other valuable considerations, the receipt  
1. lessees, in consideration of the sum of One Dollar (\$1.00)

WITNESS, that

deposited to a lesser.

Amalgamating Company, a party of the second part and hereinafter re-  
part and hereinafter referred to as lessors, and Federal Mining and  
Lumber and wife, and Helen D. Capell, a partner of the first  
1950, by and between Clarence M. Capell and Catherine E. Capell,  
THIS INDEEDURE, made and entered into this 3rd day of May,

MINING LEASE

100-100-100-100

650

Gevelinskoje village, Leningrad district, Russia.

Any fee received by Lennik or any other person or body for the supply of coal to the Government of the U.S.S.R. or to the Soviet Union from the U.S.S.R. or any other country shall be paid to the Government of the U.S.S.R. or to the Soviet Union by way of compensation for the loss suffered by the U.S.S.R. or by the Soviet Union in respect of the delivery of coal to the U.S.S.R. or to the Soviet Union.

For the purpose of calculating the amount of compensation due under this Article, the amount of coal supplied by Lennik to the U.S.S.R. or to the Soviet Union shall be determined by the quantity delivered to the U.S.S.R. or to the Soviet Union by Lennik and all other materials or elements of consumption not contained in such quantity, namely, iron and steel articles, machinery, equipment, tools, instruments, etc., in addition to coal or mineral fuels as consumed at the mill or on-  
site, and Zinc Concentrates and Zinc minerals as consumed at the mill or on-site.

Pay Lenses and personnel of the market price charged as regratuity and one-half per cent of the gross sales price of all the land and zinc concentrates produced and sold from said land during the period  
on or before the tenth (10th) day of each month, a regratuity of Seven  
3. IN CONSIDERATION WHEREOF, Lenses agrees to pay to Lenses, and without charge or rent it is remitted,  
the sum herein set forth in one year after the termination of this  
lease to reme a full property so pleased thereon at any time during  
land and terminating the same named termination, with the right to  
by deed necessary for effectually preparing and making said  
in said operations, and to place such machinery which is  
other improvements upon said premises, including that the use of water  
gas, steam, electricity, pumps, ditches, drains, roads, tracks, and  
a construction building of other structures and to make excavations,  
land and zinc concentrates produced from said area, with the right  
to prepare for market on said premises and remove and sell all  
land for land and zinc area, together with the rights and leases  
term, the exclusive right and license to prospect and mine and

4. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining lessee shall not be liable for damages done to the surface of said lands on account of any such mining.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands

before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ore and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the lessee, however, if ores and rock from this or other lands are milled upon the lands covered hereby all such materials shall belong to lessors provided, however, that the lessee as long as this lease is in effect shall have the right to rerun or retreat the same for further recovery of the values therein contained or at its election may sell such materials for the highest and best price obtainable and in the event of such sale it shall pay to lessors Seven and one-half percent <sup>or ores</sup> of the gross amount received for such material which shall be full payment to lessors for the materials sold. If lessee elects to remill such tailings and other waste material it shall not be required to carry on prospecting or mining while such remilling operation is being conducted.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unreasonably interfering with the prospecting and mining operations of lessee.

11. The lessee shall commence prospecting or mining upon said lands within 180 days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 90 days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, and except that when the sale value of the concentrate produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until notice improve so that mining can be profitably carried on; provided that suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of lessors.

12. Lessee shall furnish lessors a true copy of the log of each drill hole put down on said land by lessee, showing any assays made of cuttings therefrom, and shall, upon request of lessors, furnish print of any underground workings on said land mined by lessee.

13. After the expiration of the term hereinbefore fixed, upon the same terms and conditions this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessors, and be subrogated to the rights of the holder thereof.

15. The lessee may at any time if it so desires pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving seven (7) days written notice of its intention so to do and thereafter lessee shall be relieved from all obligations

17. Any transferment of notes which leaves may default to  
the credit of the lessor or lessee, and if such violation of the  
terms of this lease may affect the lessor's right to keep and protect the  
lessor's property not covered by the transferment of the lessor.  
18. In case of failure of lessor to keep and protect the  
lessor's property, lessor may give thirty days written notice  
to the lessor to remain in full force and effect as to the  
lessor's property to the acreage it is surrendered when and in that  
event the lessor shall remain in full force and effect as to the  
lessor's property from all further obligation hereunder.  
and released and relieved from all further obligation hereunder.  
and terminated. If the whole area is surrendered than both parties  
hereupon as to the area surrendered to lessor than the whole to a  
transferment lessor may default to the credit of the lessor which leaves  
19. Any transferment of notes which leaves may default to  
the credit of the lessor or lessee, and if such violation of the  
terms of this lease may affect the lessor's right to keep and protect the  
lessor's property not covered by the transferment of the lessor.  
20. In case of failure of lessor to keep and protect the  
lessor's property, lessor may give thirty days written notice  
to the lessor to remain in full force and effect as to the  
lessor's property to the acreage it is surrendered when and in that  
event the lessor shall remain in full force and effect as to the  
lessor's property from all further obligation hereunder.  
and released and relieved from all further obligation hereunder.  
and terminated. If the whole area is surrendered than both parties  
hereupon as to the area surrendered to lessor than the whole to a

18. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Indenture the day and year first above written.

Clarence M. Capelli  
Catherine E. Capelli  
Helen D. Capelli  
 LESSORS

FEDERAL MINING AND SMELTING COMPANY

John S. White, Seal  
 Vice President  
 LESSEE

John S. White, Seal  
 Notary Public  
 ROY 5/16/50

State of Missouri } ss.  
 County of Jasper } ss.

BE IT REMEMBERED, That on this 9th day of May, 1950, before me personally appeared Clarence M. Capelli and Catherine E. Capelli, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in said county the day and year last above written.

John S. White  
 Notary Public

My term expires:

January 1951

State of Missouri } ss.  
 County of Jasper } ss.

On this 9th day of May, 1950, before me a Notary Public and for said County, personally appeared Helen D. Capelli, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed. And the said Helen D. Capelli further de-  
 clares that she is of sound mind and unmarrried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Joplin, in said County and State, the day and year last above written.

STATE OF NEW YORK      }  
COUNTY OF NEW YORK    } 55

On this 16<sup>th</sup> day of July, 1950, before me  
appeared R. Stelle to me personally  
known, who, being by me duly sworn, did say that he is Vice-  
President of Federal Mining and Smelting Company, a corporation  
organized and existing under and by virtue of the laws of the  
State of Delaware, and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corpora-  
tion by authority of its Board of Directors, and said R. Stelle  
acknowledged said instrument to be the free act  
and deed of said corporation.

In testimony whereof, I have hereunto set my hand  
and affixed my official seal at my office in said county and state  
the day and year last above written.

My term expires



John E. Dempsey  
NOTARY PUBLIC

JOHN E. DEMPSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 41-399668  
Qualified in Queens County  
Commissioned March 30, 1952  
Queens Co. Register, N. Y. City & N. Y. City Register  
Commission Expiry March 30, 1952

State of New York  
County of Bronx { 55  
FILED FOR RECORD

JUL 10 1950  
At 2 o'clock 37 minutes P.M.  
Virginia D. Johnson  
RECORDED

FEDERAL MINING AND SMELTING COMPANY  
Baxter Springs, Kansas.

MINING LEASE

THIS INDENTURE, Made and entered into this 16th day of May, 1950,  
by and between J. P. Hartley, Riah M. Hartley, Agnes Lewis,  
Minette L. Hartley and John E. Hartley, Minette, as  
parties of the first part and hereinafter referred to as lessors, and Federal  
Mining And Smelting Company, as party of the second part and hereinafter referred  
to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of One Dollar (\$1.00) to them  
in hand paid and other valuable considerations, the receipt and sufficiency of  
which to support each and every covenant hereof and each and every right herein  
granted is hereby acknowledged, and the covenants and agreements to be kept and  
performed and the royalties to be paid by the lessee, all as hereinafter set forth,  
have and by these presents do demise, lease and let to the lessee, his heirs and  
assigns, for the purpose of prospecting for, mining and milling lead and zinc  
ores the following described real estate, to-wit:

NW<sup>1</sup>/4 fractional quarter, Section 2, Township 27 of  
Range 34, except 40 acres in the NW corner, containing  
1.28 acres plus, all in Jasper County, Missouri,

for the term of ten (10) years from and after the date hereof and as long there-  
after as lead and zinc ores may be found and produced from said premises, all upon  
the following terms and conditions, to-wit:

2. The lessors hereby give and grant unto lessee, for said term, the  
exclusive right and license to prospect and mine said land for lead and zinc ores,  
together with the right and license to prepare for market on said premises and re-  
move and sell all lead and zinc concentrates produced from said ores, with the  
right to construct buildings or other structures and to make excavations, openings,

004254

- 2 -

structures, dams, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease, and without charge or rent if so removed.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay to lessors on or before the tenth (10th) day of each month, a royalty of 10 per centum (%) of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessee to consume such concentrates and pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the malleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

6. All mining operations shall be carried on in a minerlike and workmanlike manner and may be conducted by shafts and underground tunnels or excavating

- 3 -

In the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining lessee shall not be liable for damages done to the surface of said lands on account of any such mining.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereto. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the lessee, however, if ores and rock from this or other lands are milled upon the lands covered hereby all such materials shall belong to lessors provided, however, that the lessee as long as this lease is in effect shall have the right to rerun or retreat the same for further recovery of the values therein contained or at his election he may sell such materials for the highest and best price obtainable and in the event of such sale he shall pay to lessors 10 per cent (10) of the gross amount received for such material which shall be full payment to lessors for the materials sold. If lessee elects to remill such tailings and other waste material he shall not be required to carry on prospecting or mining while such remilling operation is being conducted.

9. Lessee shall have the right to use underground tunnels or drifts for

- 4 -

holding away of ore from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to haul ore and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

11. The lessee shall commence prospecting or mining upon said lands within 60 days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 90 days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, and except that when the sale value of the concentrates produced from said premises is such that mining therefrom cannot be profitably carried on by lessee, operations may be suspended until prices improve so that mining can be profitably carried on; provided that suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of lessors.

12. Lessee shall furnish lessors a true copy of the log of each drill hole put down on said land by lessee, showing any assays made of cuttings therefrom, and shall, upon request of lessors, furnish print of any underground workings on said land mined by lessee.

13. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect as long thereafter as ore shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessors, and be subrogated to the rights of the holder thereof.

15. The lessee may at any time if he so desires pay all royalties then

18. The terms and conditions of this lease shall be binding upon and  
deemed by the registrated party except as to the date they  
notional shall start to run from the date of delivery or the date of mailing a  
notice may be delivered personally at the same address and the time of such  
to the lessee at J. Hartley, Kinsmen  
lessee to whom may be given by mail by registrated mail addressed  
as follows. At this address and any notice desired to be given by  
J. P. Hartley.  
by J. P. Hartley at the date of mailing may be mailed by registrated mail to  
or mail check shall notwithstanding the date of mailing, likewise any notice desired to  
be given to either of lessors may be mailed by registrated mail to J. P. Hartley.  
and the date of mailing  
by J. P. Hartley.  
and the date of mailing  
J. P. Hartley shall at all times represent and act for and on behalf of the  
lessor and anything done by him shall be binding upon both the lessor and  
lessor and anything done by him shall be binding upon both the lessor and  
J. P. Hartley shall at all times represent and act for and on behalf of the  
lessor and anything done by him shall be binding upon both the lessor and  
lessor and anything done by him shall be binding upon both the lessor and  
J. P. Hartley shall be bound on agreement and may give or receive any notice desired to  
17. Any instrument or note with whom may desire to write on leases  
shall be executed.

this lease shall take upon themselves, at the option of the lessor which remains  
planned out, and it upon violation or default it is not provided within said period  
this lease, lessor may give thirty days written notice of this violation come  
16. In case of failure of lessor to keep and perform the terms of  
commencing action to recover by the claimant of expenses.  
then and in this event the lessor shall remain in said house and entitled as to the  
duration of this lease. If only a portion of the acreage is unoccupied  
this would be a reasonable portion both parties are so advised and mutually  
agreement to do so to the other unoccupied part of this time will be a consideration. If  
intention to do so to the other unoccupied part of this time will be a consideration.  
occupant to do so to the other unoccupied part of this time will be a consideration.  
date and duration and termination this lease are to this extent of any part of this

- 6 -

more to the benefit of the heirs, successors, legal representatives and assigns  
of the parties hereto.

19. It is understood and agreed between the parties hereto that said  
parties ~~are~~ be the owners of the surface rights upon the hereinbefore described lands  
for all purposes not inconsistent with this mining lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this in-  
diture the day and year first above written.

*Wm. H. Lewis* J.P. Hartley,  
*John E. Hartley* Wm. H. Lewis,  
Attala Co., Tenn. Leasee

FEDERAL MINING AND SMELTING COMPANY  
Leasee

By R. S. Braden  
Vice President

ATTEST:

*John R. Gaskins*  
Secretary

Approved by the form  
DEPARTMENT  
R.W. 6/30/52

ACKNOWLEDGMENT

STATE OF MISSOURI }  
COUNTY OF Dade } SG

BE IT REMEMBERED, That on this 15 day of May, 1950,  
before me personally appeared J.P. Hartley & Ruth Hartley  
his wife, to me known to be the person described in and who executed the fore-  
going instrument, and acknowledged that they executed the same as their free act  
and deed;

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
notarial seal at my office in said county the day and year last above written.

*John R. Gaskins*  
Notary Public

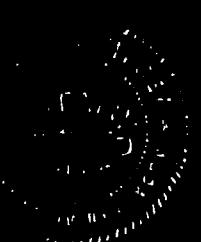
My term expires 3-2-53

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss

on this 22<sup>nd</sup> day of July, 1950, before me appeared  
R. J. Hoadwin to me personally known, who, being by me duly sworn, did say that he is Vice-President of Federal Mining and Smelting Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. J. Hoadwin acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

By term expires

  
John E. Dempsey  
Notary Public

JOHN E. DEMPSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 41-599600  
Qualified in Queens County  
Commission filed with  
Queens Co. Register, N.Y. City & N.Y. Co. Register  
Commission Expires March 30, 1952

State of Missouri)

County of Cedar )  
135

On this 15th day of May, 1950, before me personally appeared Agnes Lewis, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, and the said Agnes Lewis further declared herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Stockton, Missouri, the day and year first above written.

My term expires Nov. 24th, 1952.

*Smith Henshaw*  
Notary Public.

State of Missouri)

County of Cedar )  
135

On this 16th day of May, 1950, before me personally appeared John E. Hartley and Minnie Hartley, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Eldorado Springs, Mo., the day and year first above written.

My term expires July 6 1953.

*John E. Hartley*  
Notary Public.

State of Missouri  
County of Jasper } ss:  
FILED FOR RECORD

JUL 10 1950  
3:30 P.M. 35 MINUTES  
Recorder

*Virginia D. Andrews*  
RECORDER

## HIGHTS RELEASE

To us the date, I do and enter into this 22<sup>nd</sup> day of September, 1950, by and between Chan Milbury, a Minorman, a party of the first part, and hereinafter referred to as Lessor, and the Federal Mining and Smelting Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, an party of the second part, and hereinafter referred to as Lessee.

## AFFIRMETH THAT:

1. The Lessor in consideration of the sum of One Dollar (\$1.00), and other valuable considerations, the receipt and sufficiency of which to support each and every covenant and agreement hereof, is hereby acknowledged and of the covenants and agreements hereinafter set out, to be kept and performed by the Lessee as, and by these presents, does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, for the term beginning at the date hereof and ending on the 29th day of April, 1959, the following described land situated in Jasper County, State of Missouri, to-wit:

The Northeast Quarter of the Northwest Quarter of Section 25, Township 28, Range 34.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures, to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof the Lessee agrees to pay unto Lessor a royalty of twelve and one-half per cent (12½%) of all monies received from the sale of lead and zinc concentrates produced and sold from said lands through the process of underground mining by means of shafts and drifts and a royalty of eleven per cent (11%) of all monies received from the sale of lead and zinc concentrates produced and sold from ore mined by means of stripping operations. In this connection, however, it is agreed that Lessor has of even date herewith leased to Lessee a tract described as the

West Half of the Northwest Quarter,  
except the Plat of the Town of Howard,  
and School ground, and a pick point  
lease of 100 feet square to Starchman  
& Sullinger of Section 25, Township 28,  
Range 34,

and if the Lessee shall start a shaft on the land hereby leased or the land last above described on or before December 31, 1950, and shall at the same time pay to Lessor the sum of Two Thousand dollars (\$2,000.00), then and in that event the royalty required

(1)

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to be paid hereunder shall be ten per cent (10%) on ores produced by means of shaft and drift operation and eight and one half per cent (8 1/2%) of the ores produced by means of stripmin operations, which royalty includes the royalty due the joint owners and all parties interested in lessors chain of title pursuant to which this mining sub-lease is made.

All checks, drafts, cash and other credits received in payment of ores sold from said lands, shall be made payable and delivered to The Conqueror Trust Company, Joplin, Missouri, which said trust company, upon receipt thereof, and collection duly made thereon, shall return to Lessee the full amount thereof, less the amount of royalty due Lessor and those in the chain of title under whom he holds all as provided in this lease. In the event of reduction of royalty as herein provided, the parties hereto shall file with The Conqueror Trust Company, a statement in writing to the effect that the shaft has been started and the sum of Two Thousand Dollars (\$2,000.00) paid as herein provided, which statement, together with this lease should be controlling on the Trust Company in making distribution as herein provided.

Said checks, drafts and other credits shall be accompanied by a copy of the settlement sheet received from the ore purchaser and shall be delivered to The Conqueror Trust Company for the Lessor. Lessee will keep accurate books and records, showing quantity and kinds of ores mined and sold from said lands, when and to whom sold and such books and records shall be open at reasonable hours to inspection of Lessor.

4. Lessor agrees to pay Lessor's proportionate part of any taxes imposed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. All mining operations shall be carried on in a minerlike and workman-like manner as the same are usually conducted in the Tri-State District.

6. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice therat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

7. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the lands covered hereby all such materials shall belong to Lessor, or his lessor according as his lease may provide, provided however, Lessee shall at all times during the life of this lease have the right to remill said tailings and other by-product materials, and during the period of such remilling operations, Lessee shall be relieved from the obligation to conduct prospecting or mining operations, and provided further, Lessee shall at all times during said period have the right to remove and sell said tailings and other by-product

(2)

subject upon the payment of a royalty at the rate above mentioned in all such sales.

8. Lessee shall have the right to remove ores and minerals mined on the lands covered hereby through a shaft or adit on adjoining lands and to haul ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided in paragraph 6.

9. The Lessor shall have the right to enter upon said land for the purpose of inspection and examination, not unreasonably interfering with the prospecting and mining operations of Lessee.

10. The Lessee shall commence prospecting or mining upon said lands within **Twenty** days from date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said prospecting is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of Lessor.

11. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish print of any underground workings on said land at least once each three months' period.

12. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as ore shall be produced therefrom by the Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

13. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgage, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

14. The Lessee shall have the right to assign or sublet this lease, or any portion of the acreage covered hereby, only with written consent of Lessor.

15. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

16. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

17. The Lessee may at any time, if Lessee desires to do so, pay all royalties then due, surrender and terminate this lease by giving seven days' written notice of intention so to do and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

13. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

19. It is understood and agreed that this is a sub-lease and is made pursuant to the terms of a mining lease dated April 1, 1949, between the Walnut Hollow Land Company, a corporation and Lessor and Chas. Malsbury, as Lessee, and it is the intention of the said Chas. Malsbury to give and grant to the Lessee herein all the rights and privileges by him obtained in the lease aforesaid, except as changed and modified herein and the said Chas. Malsbury hereby warrants that said lease is in full force and effect at this time, and that he will obtain the written consent of the Lessor and approve hereof, and until such consent and approval is obtained and endorsed hereon, this sub-lease shall not be binding on the parties hereto.

20. Lessor has of even date herewith executed two mining sub-leases of which this is one. One of said sub-leases is based on the lease hold title held by Lessor under a lease dated August 24, 1950, from the Murphy Investment Company, and one is based on the lease hold title held by Lessor under a lease dated April 30, 1949, from the Walnut Hollow Land Company. In paragraph 3 of each of said sub-leases it is provided that if the lessee shall start a shaft on the land leased or on the land described in the other one of said two sub-leases and shall pay the sum of \$2,000.00, the royalty shall thereby be reduced to ten and eight and one-half percent. It is expressly understood that it is not the intention of the parties hereto that the lessee shall pay the sum of \$2,000.00 for a reduction in royalty on each sub-lease, but on the contrary the starting of a shaft on either tract and the making of a single payment of \$2,000.00 on or before December 31, 1950, shall reduce the royalty on both sub-leases as therein provided.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

*Chas Malsbury*  
Lessor

FEDERAL MINING & SMELTING COMPANY,

By: *R. S. Goodman*  
Vice President  
Lessee

ATTEST:

*John H. Long Jr.*  
Secretary.

Approved to the form  
LENTZ DEPARTMENT  
*Rev 1/2/50*

STATE OF NEW YORK, )  
) 33  
CITY OF NEW YORK, )

On this 22 day of September, 1950, before me personally appeared Chas. Malsbury, a single man, to me known to be the person described in and who executed the foregoing instrument as lessor and acknowledged to me that he executed the same as his free act and deed, and the said Chas. Malsbury declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

My term expires December 1, 1950

*C. E. Tracy*  
Notary Public

My term expires:

STATE OF NEW YORK )  
) 33  
CITY OF NEW YORK )

On this 29 day of September, 1950, before me personally known, who, being by me duly sworn, did say that he is the Vice President of the Federal Mining and Smelting Company, a corporation, organized and existing under and by virtue of the laws of the State of Delaware, and that the said seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said R. J. Dempsey acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

JOHN F. DEMPSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 41-599000  
Qualified in Queens County  
Certificates filed with  
Queens Co. Register, N.Y.C. & Clark & N.Y. Co. Register  
Commission Expires March 30, 1952

*John F. Dempsey*  
Notary Public

My term expires Queens Co. Register, N.Y.C. & Clark & N.Y. Co. Register  
Commission Expires March 30, 1952

#### CONSENT AND APPROVAL OF THE ABOVE SUB-LEASE

Under the provisions of Paragraph 14 of the lease of April 30, 1949, between Walnut Hollow Land Company, a corporation, as lessor and Chas. Malsbury, as lessee, the Walnut Hollow Land Company hereby consents to and approves the foregoing mining sub-lease and agrees to the change in Paragraph 7, hereof, whereby the word "the" is substituted for the word "other" in the first line of said paragraph, and the said Walnut Hollow Land Company represents that its lease to Chas. Malsbury is in full force and effect at this time.

IN WITNESS WHEREOF, the Walnut Hollow Land Company has caused this consent and approval to be executed by its President and attested by its Secretary and the Corporate seal affixed this xx day of September, 1950.

WALNUT HOLLOW LAND COMPANY,  
a corporation.

By: *J. H. Cragin* President.

ATTEST:

*J. H. Cragin*  
Secretary

CORPORATE SEAL

(5)

Filed for Record this 31<sup>st</sup> day of October A.D. 1950 at 3 o'clock 33 minutes P.M.

*Hughes and Andrews* RECORDER

BIRMINGHAM SUB-LAUREL.

THIS INDENTURE, Made and entered into this 26 day of September, 1950, by and between Chas. Malisbury, a single man, as party of the first part, and hereinafter referred to as Lessor, and the Federal Mining and Smelting Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as party of the second part, and hereinafter referred to as Lessee.

WITNESSETH THAT:

1. The Lessor in consideration of the sum of One Dollar (.1.00), and other valuable considerations, the receipt and sufficiency of which to support each and every covenant and agreement hereof, is hereby acknowledged and of the covenants and agreements hereinafter set out, to be kept and performed by the Lessee has, and by these presents, does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, for the term beginning at the date hereof and ending on the 27th day of August, 1959, the following described land situated in Jasper County, State of Missouri, to-wit:

The West Half of the Northwest Quarter,  
except the Plat of the Town of Howard,  
and school ground, and a pick point lease  
of 100 feet square to Starchman & Sullinger  
of Section 25, Township 28, Range 34.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures, to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof the Lessee agrees to pay unto Lessor a royalty of twelve and one-half per cent (12½%) of all monies received from the sale of lead and zinc concentrates produced and sold from said lands through the process of underground mining by means of shafts and drifts and a royalty of eleven per cent (11%) of all monies received from the sale of lead and zinc concentrates produced and sold from ore mined by means of stripping operations. In this connection, however, it is agreed that Lessor has of even date herewith leased to Lessee a tract described as the

Northeast Quarter of the Northwest  
Quarter of Section 25, Township 28,  
Range 34,

and if the Lessee shall start a shaft on the land hereby leased or the land last above described on or before December 31, 1950, and shall at the same time pay to Lessor the sum of Two Thousand Dollars (\$2,000.00), then and in that event the royalty required

portion paid hereunder shall be ten per cent (10%) on ores produced by means of shaft and drift operation and eight and one-half per cent (8 1/2%) of the ores produced by means of stripping operation, which royalty includes the royalty due the land owner and all parties interested in Lessor's claim of title pursuant to which this mining sub-lease is made.

All checks, drafts, cash and other credits received in payment of ores sold from said lands, shall be made payable and delivered to The Conqueror Trust Company, Joplin, Missouri, which said trust company, upon receipt thereof, and collection duly made thereon, shall return to Lessee the full amount thereof, less the amount of royalty due Lessor and those in the chain of title under whom he holds all as provided in this lease. In the event of reduction of royalty as herein provided, the parties hereto shall file with The Conqueror Trust Company, a statement in writing to the effect that the shaft has been started and the sum of Two Thousand dollars (\$2,000.00) paid as herein provided, which statement, together with this lease should be controlling on the Trust Company in making distribution as herein provided.

Said checks, drafts and other credits shall be accompanied by a copy of the settlement sheet received from the ore purchaser and shall be delivered to The Conqueror Trust Company for the Lessor. Lessee will keep accurate books and records, showing quantities and kinds of ores mined and sold from said lands, when and to whom sold and such books and records shall be open at reasonable hours to inspection of Lessor.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. All mining operations shall be carried on in a minerlike and workman-like manner as the same are usually conducted in the Tri-State District.

6. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice therat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates.

7. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the owner of such other lands or of the lands upon which same are deposited, and if ores and rock from this or other lands are milled upon the lands covered hereby all such materials shall belong to Lessor, or his lessor according as his lease may provide, provided however, Lessee shall at all

17. The lessee may at any time, if lessor desired to do so, pay off royalty then due, surrender and terminate this lease by giving seven days written notice of intention so to do, whereupon lessor shall be relieved from all obligations hereunder, with like effect on the lease just now made.

18. The terms and conditions of this lease will be binding on and issue to the benefit of the heirs, successors, and representatives and assigns of the parties hereto.

19. It is understood and agreed that this is a sub-lease and to be made pursuant to the terms of a mining lease dated August 31, 1949, between the Murphy Investment Company, as lessor, and Chas. Malabury, as lessee, and it is the intention of the said Chas. Malabury to give and grant to the lessee herein all the rights and privileges by him obtained in the lease aforesaid, except as changed and modified herein and the said Chas. Malabury hereby warrants that said lease is in full force and effect at this time, and that he will obtain the written consent of his lessor and approval hereof, and until such consent and approval is obtained and endorsed hereon, this sub-lease shall not be binding on the parties hereto.

20. Lessor has of even date herewith executed two mining sub-leases of which this is one. One of said sub-leases is based on the lease hold title held by lessor under a lease dated August 31, 1949, from the Murphy Investment Company and one is based on the lease hold title held by lessor under a lease dated April 30, 1949, from the Walnut Hollow Land Company. In paragraph 3 of each of said sub-leases it is provided that if the lessee shall start a shaft on the land leased or on the land described in the other one of said two sub-leases and shall pay the sum of \$2,000.00, the royalty will thereby be reduced to ten and eight and one-half per cent. It is expressly understood that it is not the intention of the parties hereto that the lessee shall pay the sum of \$2,000.00 for a reduction in royalty on each sub-lease, but on the contrary the starting of a shaft on either tract and the making of a single payment of \$2,000.00 on or before December 31, 1950, shall reduce the royalty to both sub-leases as therein provided.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

*Chas. Malabury*  
Lessor

FEDERAL MURKIN & SMITH CO.,

By: *R. S. Bowden*  
Vice President.

Lessee

ATTEST:

*J. G. Finkenrath*  
Secretary.

Approved as to form  
LEGAL DEPARTMENT  
*Box 912713*

STATE OF NEW YORK, }  
DOCTRY. L. MALSURB, } 33

On this 26 day of September, 1950, before me personally,  
a person I Chas. Malsbury, a single man, to me known to be the  
person described in and who executed the foregoing instrument  
herein and acknowledged to me that he executed the same as his  
free act and deed, and the said Chas. Malsbury declared himself  
to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal at my office in said county and state, the day  
and year first above written.

*(Signature)* Notary Public

By *John E. Dempsey*  
STATS OF NEW YORK } 33  
CITY OF NEW YORK }

On this 27<sup>th</sup> day of September, 1950, before me personally known, who,  
~~John E. Dempsey~~, to me personally known, who,  
being by me duly sworn, did say that he is the President  
of the Federal Mining and Smelting Company, a corporation, organ-  
ized and existing under and by virtue of the laws of the State  
of Delaware, and that the said seal affixed to the foregoing in-  
strument was signed and sealed in behalf of said corporation by  
authority of its Board of Directors, and the said *R. F. Hartman*  
acknowledged said instrument to be the free  
act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
affixed my official seal at my office in said county and state,  
the day and year last above written.

JOHN E. DEMPSEY  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 41-499660  
Qualified in Queens County  
Certified and sealed  
My term expiring May 1, 1952  
Certified and sealed  
September 27, 1950

*(Signature)* Notary Public

#### CONSENT AND APPROVAL OF THE ABOVE SUB-LEASE

Under the provisions of Paragraph 14 of the lease of  
August, 1950, between Murphy Investment Company, as Lessor  
and Chas. Malsbury, as lessee, the Murphy Investment Company  
hereby consents to and approves the foregoing mining sub-lease  
and agrees to the change in Paragraph 7, hereof, whereby the  
word "the" is substituted for the word "other" in the first  
line of said paragraph, and the said Murphy Investment Company  
represents that its lease to Chas. Malsbury is in full force  
and effect at this time.

IN WITNESS WHEREOF, the Murphy Investment Company has caused  
this consent and approval to be executed by its President and  
attested by its Secretary and the Corporate seal affixed this  
day of September, 1950.

MURPHY INVESTMENT COMPANY,

By: *Miss Matthews*  
President

*C. D. Matthews*  
Secretary

*Corporate Seal*

(5)

Filed for Record this 31<sup>st</sup> day of October A.D. 1950 at 3 o'clock 5 minutes P.M.

*Wenzel Andrew* RECORDER

## MINING LEASE

THIS INDENTURE, Made and entered into this 14<sup>th</sup> day of October, 1950, by and between Charlton B. Smith and wife Smith, husband and wife, as parties of the first part and hereinafter referred to as lessors, and Federal Mining and Smelting Company, as party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

I. Lessors, in consideration of the sum of One Dollar (\$1.00) to them in hand paid and other valuable considerations, the receipt and sufficiency of which to support each and every covenant hereof and each and every right herein granted is hereby acknowledged, and the covenants and agreements to be kept and performed and the royalties to be paid by the lessee, all as hereinafter set forth, have and by these presents do grant, loan and let to the lessee, the holes and assigns, for the purpose of prospecting for, mining and smelting lead and zinc ores the following described real estate, to wit:

All of the  $\frac{1}{4}$  of lot (No. 2) Two in the NW $\frac{1}{4}$  of Section Six (6), Twp. Twenty-seven (27), Range Thirty-three (33) in Jasper County, Missouri, containing Fifty-two (52) acres,

for the term of ten (10) years from and after the date hereof and as long thereafter as lead and zinc ores may be found and produced from said premises, all upon the following terms and conditions, to wit:

II. The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditching, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations,

and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining, said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease, and without charge or rent if so removed.

3. IN CONSIDERATION WHEREOF, lessee agrees to pay to lessors on or before the tenth (10th) day of each month, a royalty of Five (5%) per cent of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessee to consume such concentrates and pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the salable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereto.

4. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

6. All mining operations shall be carried on in a minerlike and workmanlike manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining lessee shall not be liable for damages done to the surface of said lands on account of any such mining.

7. It is further understood and agreed that all ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by lessee, as an independent operation, or in a mill or mills in which other ores are being treated, commonly referred to as a central concentrating plant and that such plant or plants may be located on those lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice therat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrate.

8. If ores and rock from the lands covered hereby are milled on other lands the tailings, rock and other by-products resulting therefrom shall belong to the lessee, however, if ores and rock from this or other lands are milled upon the lands covered hereby all such materials shall belong to lessor provided, however, that the lessor as long as this lease is in effect shall have the right to <sup>therein</sup> return or retreat the same for further recovery of the values contained

or at the election it may sell such material for the highest and best price obtainable and in the event of such sale it shall pay to lessors Five (5%) per cent of the gross amount received for such material which shall be full payment to lessors for the material sold. If lessee elects to remit such cuttings and other waste material it shall not be required to carry on prospecting or mining while such remitting operation is being conducted.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

11. The lessee shall commence prospecting or mining upon said lands within sixty (60) days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than ninety (90) days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until prices improve so that mining can be profitably carried on; provided that suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of lessors.

12. Lessee shall furnish lessors a true copy of the log of each drill hole put down on said land by lessee, showing any assays made of cuttings therefrom, and shall, upon request of lessors, furnish print of any underground workings on said land mined by lessee.

13. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect so long thereafter as oil shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment, any amortization, taxes or other liens on the above described lands, in event of default of payment by lessees, and be subrogated to the rights of the holder thereof.

15. The lessee may at any time if it so desires pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving seven (7) days written notice of its intention so to do and thereafter lessee shall be relieved from all obligations hereunder as to the area surrendered if less than the whole is surrendered. If the whole area is surrendered then both parties are released and relieved from all further obligation hereunder. If only a portion of the acreage is surrendered then and in that event the lease shall remain in full force and effect as to the remaining area not covered by the instrument of surrender.

16. In case of failure of lessee to keep and perform the terms of this lease, lessors may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the lessors which remedy shall be exclusive.

17. Any instrument or notice which lessee may desire to serve on lessors may be served on Charles B. Smith and such service shall have the same effect as if served upon each of the lessors. Likewise it is agreed Charles B. Smith shall act as the agent of both of lessors and may give or serve any notice desired to be served upon lessee it being the agreement of the parties hereto that the

and Charles B. Smith shall at all times represent and act for and on behalf of the lessors and anything had or done by him shall be binding upon both the lessors as fully and completely as if he had joined thereto and it is further agreed that payment of royalty may be made by mailing check for same to Citizen State Bank, 616 Main Street, Joplin, Missouri, and the date of mailing of said check shall constitute the date of payment, likewise any notice desired to be given to either of lessors may be mailed by registered mail to Charles B. Smith, Route 3, Joplin, Missouri, and any notice desired to be given by lessors to lessee may be given by mailing the same by registered mail addressed to the lessee at Baxter Springs, Kansas, or such notices may be delivered personally at the same address and the time of such notices shall start to run from the date of delivery or the date of mailing as shown by the registered post office receipt, as the case may be.

18. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

*Charles B. Smith*

*E. M. Smith*  
LESSORS

FEDERAL MINTING AND SMELTING COMPANY

By

*R. D. Goodman*

LESSEE Vice President

Printed on one form  
APRIL 1943

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STATE OF MISSOURI      )  
COUNTY OF JASPER      ) ss.

BE IT REMEMBERED, That on this 14 day of October,  
1950, before me personally appeared  
Charles B. Smith and Etta Smith, husband and wife, to me  
known to be the persons described in and who executed the  
foregoing instrument, and acknowledged that they executed  
the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed my notarial seal at my office in said county  
the day and year first above written.

Steve W. Tracy  
Notary Public

My term expires:

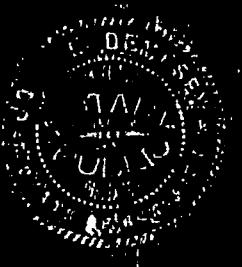
October 16, 1950

STATE OF NEW YORK      }  
COUNTY OF NEW YORK      } SS

on this 27<sup>th</sup> day of October, 1950,  
before me appeared C. J. Gardner to me personally  
known, who, being by me duly sworn, did say that he is ~~the Executive Vice~~  
President of Federal Mining and Smelting Company, a corporation  
organized and existing under and by virtue of the laws of the  
State of Delaware, and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corpora-  
tion by authority of its Board of Directors, and said C. J.  
Gardner acknowledged said instrument to be the free  
act and deed of said corporation.

In testimony whereof, I have hereunto set my  
hand and affixed my official seal at my office in said county  
and state the day and year last above written.

My term expires



John E. Dwyer

NOTARY PUBLIC

JOHN E. DWYER  
NOTARY PUBLIC  
STATE OF NEW YORK  
CITY OF NEW YORK  
RECORDED OCTOBER 31, 1950

-U-

Filed for Record this 31<sup>st</sup> day of October A.D. 1950 at o'clock 11 minutes P.M.

Virginia D. Andrews RECORDER

~~13~~ / 675 1/12/1951

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RELEASE AND SURRENDER OF MINING SUB-LEASE

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, certain mining sub-leases were executed between Chas. Malabury, as lessor, and Federal Mining and Smelting Company, a corporation, as lessee, described as follows, to-wit:  
Sub-lease dated September 22, 1950 (Walnut Hollow Land Company 40).

The Northeast Quarter (NE<sup>1/4</sup>) of the Northwest Quarter (NW<sup>1/4</sup>) of Section 25, Township 38, Range 34.

Sub-lease dated September 26, 1950 (Murphy Investment Company 30).

The West Half of the Northwest quarter (1/4), except the plat of the town of Howard, and school ground, and a pick point lease of 100 feet square to Starchman and Sullinger of Section 25, Township 38, Range 34.

Whereas, said mining sub-leases above described are still owned and held by Federal Mining and Smelting Company and said Company desires to release all its rights, title and interests in both the sub-leases above described.

Now, therefore, in consideration of the premises, and the sum of one dollar (\$1.00) back to the other interest paid, the receipt of which is hereby acknowledged, the Federal Mining and Smelting Company has and by these presents does hereby release, remand and quit claim unto Chas. Malabury, all its rights, title and interest, whatsoever, under each of the sub-leases hereinbefore described.

Federal Mining and Smelting Company further agrees that only prospect claim drift exploration work was accomplished on the Walnut-Hollow Land Company forty (40) acre tract above described, six (6) holes being drilled, and that there are no wages or money due and payable to any workmen employed by lessee in carrying on prospecting operations under said sub-leases.

Dated this 12<sup>th</sup> day of January, 1951.

FEDERAL MINING AND SMELTING COMPANY

By R. Wath Vangla  
Vice-President

Attest:

Giffordberry  
Secretary

State of Missouri  
County of Jasper

FILED FOR RECORD

JAN 12 1951  
ATOKA MINE  
CHAS. MALABURY  
RECORDED

Instrument has no acknowledgment

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AFFIDAVIT

Missouri } ss ,  
of Jasper }

Before me, H H McCune, a Notary Public in for the county and state aforesaid,  
F W  
Iuly appeared Frank Knell, who, being first duly sworn, deposes and says  
that he has been a continuous resident of the City of Carthage for more than  
five (25) years, that he was personally acquainted with one Addie Johnson, wife  
of Johnson, that Addie Johnson departed this life on January 31, 1920 and that  
at the time of her death she was legally married to and living with W S Johnson  
other affiant saith not

F W Knell

Subscribed and sworn to before me this 25th day of October, 1941  
Commission expires Sept 9, 1945

(SEAL)

H H McCune,  
Notary Public

Record this 27<sup>th</sup> day of February A D 1951 at 7 o'clock 53 minutes A M

RECORDE

#986

AFFIDAVIT

MISSOURI )  
              ) ss  
JASPER )

E Hesser, of lawful age, being first duly sworn upon his oath states that  
he and his wife are the owners of the following described real estate situated in  
County, Missouri:

All of Miscellaneous Lot Numbered 43 in Section Ten (10),  
Township Twenty-eight (28) of Range Thirty-one (11), in  
the City of Carthage, Jasper County, Missouri  
The above named person states that he and his predecessors in title have held the aforescribed  
property openly, notoriously, exclusively, hostilely, continuously and adversely for  
more than 31 years last past and that they have paid all taxes levied and assessed  
against said premises for more than 31 years last past

Fred E Hesser

Subscribed and sworn to before me this 24th day of February, 1951  
Commission expires November 19, 1951

(SEAL)

H Tiffin Teters  
Notary Public

Record this 27<sup>th</sup> day of February A D 1951 at 7 o'clock 55 minutes A M

RECORDE

MINING SUBLEASE

INDENTURE, Made and entered into this 4th day of February, 1951, by and  
between J. J. Cochrane and Lillian W. Cochrane, his wife, as parties of the first  
parties, hereinafter referred to as lessors, and the Federal Mining and Smelting  
Company, as party of the second part and hereinafter referred to as lessee  
LESSETH, That

Lessors, in consideration of the sum of One Dollar (\$1.00) to them in hand  
and other valuable considerations, the receipt and sufficiency of which to support  
every covenant hereof and each and every right herein granted is hereby  
agreed, and the same is witnesseth,

004259

royalties to be paid by the lessee all as hereinafter set forth, have and present do demise, lease and let to the lessee, its heirs and assigns, for of prospecting for, mining and milling lead and zinc ores the following described estate, to-wit

Fifty-two and Thirty-one hundredths (52 31) Acres in the East Half (F $\frac{1}{2}$ ) of Lot Two (2) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Five (5), Township Twenty-seven (27), Range Thirtynine, Jasper County, Missouri,

for the term of ten (10) years from and after the date hereof and as long as lead and zinc ores may be found and produced from said premises, all upon following terms and conditions, to-wit

2 The lessors hereby give and grant unto lessee, for said term, the right and license to prospect and mine said land for lead and zinc ores, to the right and license to prepare for market on said premises and remove and lead and zinc concentrates produced from said ores, with the right to construct or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises including of water in said operations, and to place such machinery thereon as lessee necessary for efficiently prospecting and mining said land and treating the ore.

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mined therefrom, with the right in lessee to remove all property so placed at any time during the term hereof or within one year after the termination of lease, and without charge or rent if so removed

3 IN CONSIDERATION WHEREOF, Lessee agrees to pay to lessors on or before tenth (10th) day of each month, a royalty of eight and one-half per cent of the sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessee to consume such concentrates and pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the salable zinc lead minerals as recovered at the mill or concentrating plant where treated, including in addition to lead or zinc, and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future recovered methods of recovery, are valuable

For the purpose of royalty payments the sale price shall include any premium received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof

4 Lessors agree to pay their proportionate part of any taxes assessed on by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands hereby

5 The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold the money received from sales, and such books of account shall be open to inspection by lessors at all reasonable hours

6 All mining operations shall be carried on in a minerlike and workmanlike manner and may be conducted by shaft and underground tunnels or excavating in manner known as strip or open-pit mining,

In the event of any strip or open-pit mining, lessee shall not be liable for damages to the surface of said lands on account of any such mining.

It is further understood and agreed that all ores mined from the lands covered may be cleaned and prepared for market on this or other lands within or without the area within which the lands covered hereby are located as may be deemed by lessee, as an independent operation, or in a mill or mills in which other ore being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, handled and concentrates determined, sold and accounted for in the manner now or may hereafter be established as standard method and practice thereat. Such central plant shall not be equipped with automatic weighing and sampling devices when the ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered be commingled with the concentrates recovered from ores from other lands, such concentrates shall be sold and accounted for separately from any other concentrates.

If ores and rock from the lands covered hereby are milled on other lands, dings, rock and other by-products resulting therefrom shall belong to the lessee. If ores and rock from this or other lands are milled upon the lands covered by all such materials shall belong to lessors, provided, however, that the lessee while this lease is in effect shall have the right to rerun or retreat the same after recovery of the values therein contained or at its election it may sell such materials for the highest and best price obtainable and in the event of such sale it shall pay to lessors Eight and one-half per cent of the gross amount received for such material which shall be full payment to lessors for the materials or ores sold. If lessee elects to remill

- 3 -

ings and other waste material, it shall not be required to carry on prospecting or mining while such remilling operation is being conducted.

Lessee shall have the right to use underground tunnels or drifts for haulage of ores from other lands and to remove ores and minerals mined on the lands covered through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

The lessee shall commence prospecting or mining upon said lands within 90 days from the date hereof. Such prospecting or mining shall be carried on continuously and not be suspended at any time for longer than 90 days, except on account of strikes, accidents, strikes or other conditions beyond the control of lessee, and that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until prices for concentrates are more favorable.

that suspension of operations for said last mentioned cause shall not continue longer than six (6) months without the written consent of lessors

12 Lessee shall furnish lessors a true copy of the log of each drill run down on said land by lessee, showing any assays made of cuttings therefrom, upon request of lessors, furnish print of any underground workings on said land by lessee

13 After the expiration of the term hereinbefore fixed, this lease shall remain in force and effect upon the same terms and conditions so long thereafter as oil or gas may be produced therefrom by the lessee, or lessee shall continue prospecting and operating on said land or any part thereof, in good faith

- 4 -

14 Lessors hereby warrant and agree to defend the title to the land described and agree that the lessee shall have the right at any time, to satisfy all claims against lessors by payment, any mortgages, taxes or other liens on the above described land in event of default of payment by lessors, and be subrogated to the rights of holder thereof

15 The lessee may at any time if it so desires, pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage before described by giving seven (7) days' written notice of its intention so to do, whereupon thereafter lessee shall be relieved from all obligations hereunder as to the area so surrendered if less than the whole is surrendered. If the whole area is surrendered, then both parties are released and relieved from all further obligation hereunder. If only a portion of the acreage is surrendered, then and in that event the lease shall remain in full force and effect as to the remaining area not covered by the instrument of surrender.

16 In case of failure of lessee to keep and perform the terms of this lease, lessors may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, this lease shall be forfeited and thereupon terminate, at the option of the lessors which remedy shall be exclusive

17 Any instrument or notice which lessee may desire to serve on lessors shall be served on V. J. Cochrane, Agent, at Joplin, Missouri. Likewise it is agreed that the said V. J. Cochrane may give or serve any notice desired to be served upon lessors, it being the agreement of the parties hereto that all royalties due lessors hereunder shall be paid to the said Conqueror Trust Company and that payment of royalties shall be made by mailing checks for same to The Conqueror Trust Company, 218 West 4th Street, Joplin, Missouri, and the date of mailing of said checks shall constitute the date of payment, likewise any notice desired to be given to lessors may be mailed to V. J. Cochrane, by

- 5 -

registered mail to Post Office Box 231, Joplin, Missouri, or such notices may be delivered personally at the same address and the time of such notices shall be deemed to run from the date of delivery or the date of mailing as shown by the registered office receipt, as the case may be

18 The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day  
and first above written

W J Cochrane

Lillian W Cochrane  
LESSORS

and as to form  
DEPARTMENT  
3/8/51

(N O / / )

FEDERAL MINING AND SMELTING COMPANY

By R I Goodwin  
LFSSEE

Executive  
Vice President

CONSENT AND APPROVAL OF THE ABOVE SUBLICENSE

Under the provisions of lease dated January 12, 1951, by and between W J  
Cochrane and Lillian W Cochrane, his wife, and Lottie Glover, Morgan Taylor and  
Lucille A Taylor, his wife, and John W Allen, and J W Maret, Attorney-in-fact,  
consent and approval of the above Sublease is hereby granted this 5th day of February,

Lottie Glover  
Morgan Taylor  
by J W Maret  
Attorney-in-fact  
Lucille A Taylor  
by J W Maret  
Attorney-in-fact  
John W Allen  
by J W Maret  
Attorney-in-fact  
LESSORS

- 6 -

OF MISSOURI )  
OF JASPER ) ss

BE IT REMEMBERED, That on this 5th day of February, 1951, before me personally  
appeared W J Cochrane and Lillian W Cochrane, his wife, to me known to be the per-  
sons described in and who executed the foregoing instrument, and acknowledged that they  
had signed the same as their free act and deed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal  
in my office in said county the day and year last above written  
My term expires Dec 4, 1954

C E Byrd  
(SEAL) Notary Public

OF NEW YORK )  
OF NEW YORK ) ss

On this 9th day of February, 1951, before me appeared R I Goodwin to me  
personally known, who, being by me duly sworn, did say that he is Vice-President of  
Federal Mining and Smelting Company, a corporation organized and existing under and by  
the laws of the State of Delaware, and that the seal affixed to the fore-  
going instrument is the corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by authority of its Board of  
Directors, and said R I Goodwin acknowledged said instrument to be the free act and  
deed of said corporation

In testimony whereof, I have hereunto set my hand and affixed my official seal  
in my office in said county and state the day and year last above written  
My term expires

John F Dempsey  
Notary Public

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(SEAL)

John E. Dempsey  
Notary Public, State of  
No. 41-1410600  
Qualified in Queens Co.  
Certificates filed with  
Queens Co. Register,  
Clerk & N.Y. Co. Regis.  
Commission Expires May 1951

Filed for Record this 28<sup>th</sup> day of February A.D. 1951 at 2 o'clock 47 minutes

1951

MINING LEASE

THIS INVENTURE, Made and entered into this 4th day of February, 1951, by  
V. J. Cochrane and Lillian V. Cochrane, his wife, as parties of the first part  
hereinafter referred to as lessors, and the Federal Mining and Smelting Company  
party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of One Dollar (\$1.00) to them  
paid and other valuable considerations, the receipt and sufficiency of which  
each and every covenant hereof and each and every right herein granted is  
acknowledged, and the covenants and agreements to be kept and performed and  
aliens to be paid by the lessee, all as hereinafter set forth, have and by  
do demise, lease and let to the lessee, its heirs and assigns, for the purpose  
prospecting for, mining and milling lead and zinc ores the following described real  
property, to-wit:

All of the West Half (W<sup>1/2</sup>) of Lot Numbered Two (2) of the North  
Quarter (NW<sup>1/4</sup>) of Section Five (5) Township Twenty-seven (27),  
Range Thirty-three (3) Jasper County, Missouri, containing one acre,  
more or less,

for the term of ten (10) years from and after the date hereof and as long thereafter  
as lead and zinc ores may be found and produced from said premises, all upon  
the following terms and conditions, to-wit:

2. The lessors hereby give and grant unto lessee, for said term, the exclusive  
right and license to prospect and mine said land for lead and zinc ores, together  
with the right and license to prepare for market on said premises and remove and sell  
lead and zinc concentrates produced from said ores, with the right to construct  
buildings or other structures and to make excavations, openings, stockpiles,  
ditches, drains, roads, tracks, and other improvements upon said premises, including  
the use of water in said operations,

- 1 -

and to place such machinery thereon as lessee may deem necessary for efficiently  
prospecting and mining said land and treating the ores mined therefrom, with the further  
agreement of lessors that lessee shall remove all property so placed thereon at any time during the term hereof  
within one year after the termination of this lease, and without charge or rent,  
removed.

3. In CONSIDERATION WHEREOF, Lessee agrees to pay to lessors on or before  
tenth (10th) day of each month, a royalty of Seven and one-half per cent of the  
sale price of all the lead and zinc concentrates produced and sold from said land  
in the preceding month with the privilege to lessee to consume such concentrates  
and to pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the salable zinc and  
lead minerals as recovered at the mill or concentrating plant where treated, including

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(SEAL)

John L Lumpsey  
Notary Public, State of New York  
No. 41-1440600  
Qualified in Queens County  
Certificates filed with  
Queens Co Register, Clerk & N Y Co Reg  
Clerk & N Y Co Reg  
Commission Expires May 1954

Filed for Record this 28<sup>th</sup> day of February A.D. 1951 at 2 o'clock 47 minutes

1/20/51

#### MINING LEASE

THIS INSTRUMENT, Made and entered into this 4th day of February, 1951, by J. Cochrane and Lillian V. Cochrane, his wife, as parties of the first part, hereinafter referred to as lessors, and the Federal Mining and Smelting Company, party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of One Dollar (\$1.00) to them paid and other valuable considerations, the receipt and sufficiency of which each and every covenant hereof and each and every right herein granted is hereby acknowledged, and the covenants and agreements to be kept and performed and all ties to be paid by the lessee, all as hereinafter set forth, have and by this do demise, lease and let to the lessee, its heirs and assigns, for the purpose of prospecting for, mining and milling lead and zinc ores the following described land, to-wit:

All of the East Half ( $\frac{1}{2}$ ) of Lot Numbered Two (2) of the North Quarter ( $NW\frac{1}{4}$ ) of Section Five (5) Township Twenty-seven (27), Range Thirty-three (3) Jasper County Missouri, containing 64 acres, more or less,

for the term of ten (10) years from and after the date hereof and as long thereafter as lead and zinc ores may be found and produced from said premises, all upon the following terms and conditions, to-wit:

2. The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell the lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations,

- 1 -

and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom with the right of lessee to remove all property so placed thereon at any time during the term hereof within one year after the termination of this lease and without charge or rent, removed.

3. In CONSIDERATION WHEREOF, Lessee agrees to pay to lessors on or before the tenth (10th) day of each month, a royalty of Seven and one-half per cent of the sale price of all the lead and zinc concentrates produced and sold from said land in the preceding month with the privilege to lesser to consume such concentrates and to pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the salable zinc and lead minerals as recovered at the mill or concentrating plant where treated, including

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dition to lead or zinc, and all other metals or elements contained in such con-  
tates, whether or not such metals or elements, by presently known or by future  
covered methods of recovery, are valuable

For the purpose of royalty payments the sale price shall include any premium  
received from any governmental agency, up to but not exceeding the amount of  
any money on which royalty may be paid under law or valid regulation issued by any  
governmental agency having jurisdiction thereof

6. Lessors agree to pay their proportionate part of any taxes assessed or levied  
by State in which said lands are located or any subdivision thereof, or by the  
Federal Government against the ores and/or concentrates produced from the lands covered

7. The lessee will keep accurate books showing quantities and kinds of concen-  
trates produced from said lands and sold or consumed, when and to whom sold and the  
amount received from sales and such books of account shall be open to inspection by  
lessors at all reasonable hours

- 2 -

All mining operations shall be carried on in a minerlike and workmanlike  
manner and may be conducted by shaft and underground tunnels or excavating in the  
method known as strip or open-pit mining, and in the event of any strip or open-pit  
mining the lessee shall not be liable for damages done to the surface of said lands on  
account of any such mining

8. It is further understood and agreed that all ores mined from the lands  
covered hereby may be cleaned and prepared for market on this or other lands within  
or without the local area within which the lands covered hereby are located, as may be  
desirable by lessee, as an independent operation, or in a mill or mills in which  
ores are being treated, commonly referred to as a central concentrating plant,  
provided that such plant or plants may be located on these lands, with the right to treat  
ores from other lands therein. If said central concentrating plant shall be equipped  
with automatic weighing and sampling devices, then such ores shall be weighed, assayed,  
and handled and concentrates determined, sold and accounted for in the manner  
now or may hereafter be established as standard method and practice thereat  
provided that central plant shall not be equipped with automatic weighing and sampling  
devices, then the ores mined from the lands covered hereby shall not be commingled  
with ores from other lands before or during milling, nor shall any concentrates  
therefrom be commingled with the concentrates recovered from ores from other  
lands, and said concentrates shall be sold and accounted for separately from any other  
concentrates.

9. If ores and rock from the lands covered hereby are milled on other lands,  
however, no - - - - - - - - -  
hereby all such materials shall belong to lessors, provided, however, that  
lessors as long as this lease is in effect shall have the right to rerun or retreat  
such materials for further recovery of the values therein contained or at its election it  
shall sell such materials for the highest and best price obtainable and in the event of  
such sale it shall pay to lessors

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which shall be full payment to lessors for the materials or ores sold. If lessor elects to remill such tailings and other waste material it shall not be carried on prospecting or mining while such remilling operation is being conducted.

9 Lessee shall have the right to use underground tunnels or driftways of ores from other lands and to remove ores and minerals mined on lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided that ores and minerals mined on the lands covered hereby shall not be commingled with ores and minerals except as above provided.

10 The lessors shall have the right to enter upon said land for inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

11 The lessee shall commence prospecting or mining upon said land within 90 days from the date hereof. Such prospecting or mining shall be carried on and shall not be suspended at any time for longer than 90 days, except for unavoidable accidents, strikes or other conditions beyond the control of lessee, except that when the sale value of the concentrates produced from said mine is such that mining thereof cannot be profitably carried on by lessee, operations shall be suspended until prices improve so that mining can be profitably carried on again. That suspension of operations for said last mentioned cause shall not exceed more than six (6) months without the written consent of lessors.

12 Lessee shall furnish lessors a true copy of the log of each drift or tunnel down on said land by lessee, showing any assays made of cuttings therefrom. Upon request of lessors, furnish print of any underground workings on said land by lessee.

13 After the expiration of the term hereinbefore fixed, this lease shall remain in force and effect upon the same terms and conditions so long thereafter as the same may be produced therefrom by the lessee, or lessee shall continue prospecting and mining operations.

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on said land or any part thereof, in good faith.

14 Lessors hereby warrant and agree to defend the title to the land herein described and agree that the lessee shall have the right, at any time, to pay to lessors by payment, any mortgages, taxes or other liens on the above described land in event of default of payment by lessee, and be subrogated to the rights of holder thereof.

15 The lessee may at any time if it so desires pay all royalties and rents and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving seven (7) days' written notice of its intent to do so, and thereafter lessee shall be relieved from all obligations hereunder as to the area surrendered if less than the whole is surrendered. If the whole area is surrendered, then both parties are released and relieved from all further obligations hereunder. If only a portion of the acreage is surrendered, then and in that case the lease shall remain in full force and effect as to the remaining area notwithstanding the instrument of surrender.

16 In case of failure of lessee to keep and perform the terms of this lease, lessors may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, this lease shall terminate.

ited and thereupon terminate, at the option of the lessors, which remedy shall be  
give

17. Any instrument or notice which lessee may desire to serve on lessors may be  
on W J Cochrane, Agent, at Joplin, Missouri Likewise it is agreed that the  
J. J Cochrane may give or serve any notice desired to be served upon lessee,  
ng the agreement of the parties hereto that all royalties due lessors hereunder  
be paid to the said W. J Cochrane and that payment of royalty be made by mailing  
for same to Post Office Box 231, Joplin, Missouri and the date of mailing of  
checks shall constitute the date of payment, likewise any notice desired to be  
to lessors may be mailed to W J Cochrane, by registered mail to Post Office  
l,

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Missouri, or such notices may be delivered personally at the same address and  
of such notices shall start to run from the date of delivery or the date of  
as shown by the registered post office receipt, as the case may be

18. The terms and conditions of this lease shall be binding upon and inure to  
benefit of the heirs, successors, legal representatives and assigns of the  
hereto

WITNESS WHEREOF, the parties hereto have duly executed this indenture the day  
first above written

W J Cochrane

Lillian W Cochrane  
LESSORS

FEDERAL MINING AND SMELTING COMPANY

By R F Goodwin  
LESSEE              Executive Vice President

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MISOURI )  
              ) ss  
OF JASPER )

IT REMEMBERED, That on this 5th day of February, 1951, before me personally  
W J Cochrane and Lillian W Cochrane, his wife, to me known to be the  
described in and who executed the foregoing instrument and acknowledged that  
executed the same as their free act and deed

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal  
in said county the day and year last above written

Term expires: Dec 4, 1954

(SEAL)

C L Byrd  
Notary Public

NEW YORK )  
              ) ss  
NEW YORK)

This 9th day of February, 1951, before me appeared R I Goodwin to me per-  
son, who, being by me duly sworn, did say that he is Executive  
Vice-President of  
Mining and Smelting Company, a corporation organized and existing under and by  
the laws of the State of Delaware, and that the seal affixed to the fore-  
going instrument is the corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by authority of its board of  
and said R I Goodwin acknowledged said instrument to be the free act and  
said corporation

at my office in said county and state the day and year last above written.

My term expires

John E. Dempsey  
Notary Public

(SEAL)

JOHN E. DEMPSEY  
Notary Public, State of New York  
No. 41-5990600  
Qualified in Queens County  
Certificates filed in  
Queens Co. Register  
Clerk & N.Y.C. Recorder  
Commission Expires 1958

Filed for Record this 28<sup>th</sup> day of February A.D. 1951 at 2 o'clock 49 minutes.

MINING LEASE

THIS INDENTURE, Made and entered into this 12th day of February, 1951, between Haywood Scott and Nina Wise Scott, his wife, as parties of the first part, hereinafter referred to as lessors, and the Federal Mining and Smelting Company, party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors in consideration of the sum of One Dollar (\$1.00) to them paid and other valuable considerations, the receipt and sufficiency of which support each and every covenant hereof and each and every right herein granted hereby acknowledged, and the covenants and agreements to be kept and performed by the lessee, all as hereinafter set forth, have and do by these presents do demise, lease and let to the lessee, its heirs and assigns, for the purpose of prospecting for, mining and milling lead and zinc ores the following described real estate, to-wit:

All of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Four (4) in Township Twenty-seven (27), Range Thirty-two (32), in the County of Jasper and State of Missouri,

for the term of ten (10) years from and after the date hereof and as long thereafter as lead and zinc ores may be found and produced from said premises, all upon the following terms and conditions, to-wit:

2. The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell the lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations,

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and to place such machinery thereon as lessee may deem necessary for efficient prospecting and mining said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term or within one year after the termination of this lease, and without charge or expense so removed.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay to Lessors on or before the tenth (10th) day of each month a royalty of Seven and one-half per cent of the sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessee to consume such concentrate.

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at my office in said county and state the day and year last above written.

My term expires

John E. Dempsey  
Notary Public

(SEAL)

JOHN E. DEMPSEY  
Notary Public, State of New York  
No. 41-5990600  
Qualified in Queens County  
Certificates filed in Queens County  
Queens Co Register, Clerk & N.Y. Co Regis.  
Clerk & N.Y. Co Regis.  
Commission Expires 1958

Filed for Record this 28<sup>th</sup> day of February A.D. 1951 at 2 o'clock 49 minutes  
1951

MINING LEASE

THIS INDEMNITY, Made and entered into this 12th day of February, 1951, between Haywood Scott and Nina Wise Scott, his wife, as parties of the first part, hereinafter referred to as lessors, and the Federal Mining and Smelting Company, party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of One Dollar (\$1.00) to them paid and other valuable considerations, the receipt and sufficiency of which support each and every covenant hereof and each and every right herein granted hereby acknowledged, and the covenants and agreements to be kept and performed by the lessee, all as hereinafter set forth, have and do by these presents do demise, lease and let to the lessee, its heirs and assigns, for the purpose of prospecting for, mining and milling lead and zinc ores the following described real estate, to-wit:

All of the Southwest Quarter (SW<sup>1/4</sup>) of the Northeast Quarter (NE<sup>1/4</sup>) of Section Four (4) in Township Twenty-seven (27), Range Thirty-two (32), in the County of Jasper and State of Missouri,

for the term of ten (10) years from and after the date hereof and as long thereafter as lead and zinc ores may be found and produced from said premises, all upon the following terms and conditions, to-wit:

2. The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell the lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the removal of water in said operations,

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and to place such machinery thereon as lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in lessee to remove all property so placed thereon at any time during the term of this lease or within one year after the termination of this lease, and without charge or expense so removed.

3. IN CONSIDERATION WHEREOF, Lessee agrees to pay to Lessors on or before the tenth (10th) day of each month a royalty of Seven and one-half per cent of the sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to lessee to consume such concentrate.

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y lessors said percentage of the market price thereof as royalty thereon  
Lead and Zinc Concentrates" are hereby defined to mean the salable zinc and/or  
minerals as recovered at the mill or concentrating plant where treated, including,  
tin to lead or zinc, and all other metals or elements contained in such con-  
centrates, whether or not such metals or elements, by presently known or by future  
discovered methods of recovery, are valuable

for the purpose of royalty payments the sale price shall include any premium  
received from any governmental agency, up to but not exceeding the amount of  
money on which royalty may be paid under law or valid regulation issued by  
governmental agency having jurisdiction thereof

Lessors agree to pay their proportionate part of any taxes assessed or levied  
in the State in which said lands are located or any subdivision thereof, or by the  
Government against the ores and/or concentrates produced from the lands  
hereby

The lessee will keep accurate books showing quantities and kinds of concen-  
trates produced from said lands, and sold or consumed, when and to whom sold, and the  
amount received from sales and such books of account shall be open to inspection by  
lessors at all reasonable hours

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All mining operations shall be carried on in a minerlike and workmanlike  
manner and may be conducted by shaft and underground tunnels or excavating in the manner  
of strip or open-pit mining, and in the event of any strip or open-pit mining,  
lessors shall not be liable for damages done to the surface of said lands on account of  
such mining

It is further understood and agreed that all ores mined from the lands covered  
shall be cleaned and prepared for market on this or other lands within or without  
the general area within which the lands covered hereby are located, as may be deemed  
convenient by lessee, as an independent operation, or in a mill or mills in which other  
ores are being treated, commonly referred to as a central concentrating plant, and  
such plant or plants may be located on these lands, with the right to treat ores  
from other lands therein. If said central concentrating plant shall be equipped with  
automatic weighing and sampling devices, then such ores shall be weighed, assayed,  
and handled and concentrates determined, sold and accounted for in the manner which  
may hereafter be established as standard method and practice thereto. If  
said central plant shall not be equipped with automatic weighing and sampling devices,  
then ores mined from the lands covered hereby shall not be commingled with ores  
from other lands before or during milling, nor shall any concentrates recovered there-  
from be commingled with the concentrates recovered from ores from other lands, and  
concentrates shall be sold and accounted for separately from any other concentrates.  
If ores and rock from the lands covered hereby are milled on other lands, the  
ores, rock and other by-products resulting therefrom shall belong to the lessee,  
but if ores and rock from this or other lands are milled upon the lands covered  
by this lease, all such materials shall belong to lessors, provided, however, that the lessee  
as this lease is in effect shall have the right to rerun or retreat the same  
and recover of the values therein contained or at its election it may sell  
such materials for the highest and best price obtainable and in the event of such sale  
pay to lessors

Seven and one-half per cent of the gross amount received for such material which shall be full payment to lessors for the materials or ores sold. If lessor elects to remill such tailings and other waste material it shall not be required to carry on prospecting or mining while such remilling operation is being conducted.

9. Lessee shall have the right to use underground tunnels or drifts for removal of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided ores and minerals mined on the lands covered hereby shall not be commingled with ores and minerals except as above provided.

10. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

11. The lessee shall commence prospecting or mining upon said lands within 90 days from the date hereof. Such prospecting or mining shall be carried on at all times and shall not be suspended at any time for longer than 90 days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until prices improve so that mining can be profitably carried on, provided that suspension of operations for said last mentioned cause shall not continue for more than six (6) months without the written consent of lessors.

12. Lessee shall furnish lessors a true copy of the log of each drill hole run down on said land by lessee, showing any assays made of cuttings therefrom, and upon request of lessors, furnish print of any underground workings on said land run by lessee.

13. After the expiration of the term hereinbefore fixed, this lease shall remain in force and effect upon the same terms and conditions so long thereafter as no notice to quit be given therefrom by the lessors, or lessee shall continue prospecting or mining operations.

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on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described and agree that the lessee shall have the right, at any time, to redeem the lands from lessors by payment, any mortgages, taxes or other liens on the above described lands in event of default of payment by lessors, and be subrogated to the rights of the holder thereof.

15. The lessee may at any time if it so desires pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving seven (7) days' written notice of its intention so to do, whereupon thereafter lessee shall be relieved from all obligations hereunder as to the area surrendered if less than the whole is surrendered. If the whole area is surrendered then both parties are released and relieved from all further obligation hereunder. If only a portion of the acreage is surrendered, then and in that event the lease shall remain in full force and effect as to the remaining area not covered by the instrument of surrender.

16. In case of failure of lessee to keep and perform the terms of this lease, lessors may give thirty days' written notice of the violation complained of, and

Violation or default is not removed within said period, this lease shall be foreclosed and thereupon terminate, at the option of the lessors, which remedy shall be exclusive.

7. Any instrument or notice which lessee may desire to serve on lessors may be served upon Haywood Scott. Likewise it is agreed that the said Haywood Scott may give or receive any notice desired to be served upon lessee, it being the agreement of the parties that all royalties due lessors hereunder shall be paid to the said Haywood Scott, and that payment of royalty be made by mailing checks for same to Haywood Scott, Joplin Nat'l Bk Bldg, Joplin, Mo and the date of mailing of said checks shall constitute the date of payment, likewise any notice desired to be given to lessors shall be mailed to Haywood Scott, by registered mail.

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8. Notices to be given to lessors may be delivered personally at the same address and the time of such notices shall start to run from the date of delivery or the date of mailing as shown by the registered post office receipt, unless otherwise specified.

9. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written

Haywood Scott

Nina Wise Scott  
LESSORS

FEDERAL MINING AND SMELTING  
COMPANY

By Kenneth C Brownell  
Lessor

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MISSOURI }  
} ss  
OF JASPER }

IT REMEMBERED, That on this 12th day of February 1951, before me personally appeared Haywood Scott and Nina Wise Scott, his wife, to me known to be the persons described and who executed the foregoing instrument, and acknowledged that they did the same as their free act and deed.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

My commission expires June 20, 1952

My term expires

(SFAL)

Elsie Schuette  
Notary Public

NEW YORK }  
} ss  
OF NEW YORK )

On this 16th day of February, 1951, before me appeared Kenneth C Brownell to me personally known, who, being by me duly sworn, did say that he is Vice President of Federal Mining and Smelting Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors.

I declare under penalty of perjury that the foregoing instrument to be the free

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act and deed of said corporation

In testimony whereof, I have hereunto set my hand and affixed my official  
at my office in said county and state the day and year last above written.

My term expires

John E Dempsey  
NOTARY PUBLIC

(SEAL)

John E Lempsey  
Notary Public, State of N.Y.  
No. 41-5990600  
Qualified in Queens County  
Certificates filed with  
Queens Co Register, N.Y.  
Clerk & N.Y. Co Register  
Commission Expires March

Filed for Record this 28<sup>th</sup> day of February A.D. 1951 at 2 o'clock 51 minutes P.M.  
Notary Public Seal

ACKNOWLEDGMENT OF ADVANCE

SECURED BY EXISTING DEED

OF TRUST

The undersigned (whether one or more) Alice Murphy Brown, a single person  
Owner of the following described property in Jasper County, Missouri, to wit:

All the East Half of Lots Numbered Sixty-six (66), Sixty-seven (67)  
and Sixty-eight (68) and the South Half of the First Half of Lot  
Sixty-nine (69) in PARSON AND CASE'S ADDITION to the City of  
Carthage,

acknowledges receipt of an advance of \$100.00 evidenced by promissory note of  
undersigned of even date herewith and which advance the undersigned agrees is  
under and is secured by that deed of trust dated Sept 14, 1940 to THE JASPER  
BUILDING AND LOAN ASSOCIATION of Carthage, Missouri, beneficiary, recorded in  
Page 483-484, of the office of Recorder of Deeds for Jasper County, Missouri.

Dated at Carthage, Missouri, February 27, 1951

Alice Murphy Brown

State of Missouri )  
County of Jasper ) ss ,

On this 27 day of Feb A.D. 1951, before me James B. McCurry, a Notary Public  
and for said County, personally appeared Alice Murphy Brown and his wife to me known  
to be the persons described in and who executed the foregoing instrument, and  
acknowledged that they executed the same as their free act and deed  
<sup>she</sup> <sub>her</sub>

In Testimony whereof, I have hereunto set my hand and affixed my official  
at my office in said County the day and year first above written

My term expires March 30, 1951

James B. McCurry  
Notary Public in and for the  
and State

(SEAL)

Filed for Record this 28<sup>th</sup> day of February A.D. 1951 at 4 o'clock 03 minutes P.M.

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STATE OF MISSOURI )  
COUNTY OF JASPER ) ss

John H. Lanigan, being duly sworn, on oath states that he was and is well  
personally acquainted with the Richard White against whom a notice of tax liens  
federal insurance contributions tax was filed on March 18, 1941, at 2:20 p.m.,  
office of the recorder of deeds for Jasper County, Missouri by Dan M. Nee, Collector

MINING LEASE

THIS INDENTURE, made and entered into this 8<sup>th</sup> day of May, 1951, by and between A. J. Buckingham and Albert F. Buckingham, as parties of the first part and hereinafter referred to as lessors, and Federal Mining and Smelting Company, as party of the second part and hereinafter referred to as lessee.

WITNESSETH, That

I. Lessors, in consideration of the sum of One Dollar (\$1.00) to him in hand paid and other valuable considerations, the receipt and sufficiency of which to support each and every covenant hereof and each and every right herein granted is hereby acknowledged, and the covenants and agreements to be kept and performed and the royalties to be paid by the lessee, all as hereinafter set forth, have and by these presents do demise, lease and let to the lessee, its heirs and assigns, for the purpose of prospecting for, mining and milling lead and zinc ores the following described real estate, to-wit:

The West Half ( $\frac{1}{2}$ ) of the West Half ( $\frac{1}{2}$ ) of Section Thirty (30), Township Twenty-eight North (28N), Range Thirty-two West (32W), containing 140 acres more or less, in Jasper County, Missouri,

for the term of ten (10) years from and after the date hereof and as long thereafter as lead and zinc ores may be found and produced from said premises, all upon the following terms and conditions, to-wit:

II. The lessors hereby give and grant unto lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, sheds, damps, ditching, draining, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as lessee may deem necessary for

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...  
any and all obtainable or obtainable information in regard  
concerning plant species, including the name of the  
species and/or trade name and locality where found in  
addition to the date of collection.

Any leases and/or agreements made shall be subject to the  
protection of the market price of oil and gas produced  
from which the royalties to leasee to continue until  
such production is produced and sold from said land during  
one-half per cent (1/2) of the gross value produced by the land  
as before the tenth (10th) day of each month, a royalty of twenty  
three.

Any fencing will be removed by lessor and replaced by lessee  
thereafter, prior to and within thirty days of the property is  
marketed for transfer and lessor agrees to compensate and reimburse  
lessor and assignee from time of lease to pay to lessor  
Any attorney fees or expenses incurred by lessor

in connection with the removal of new road boundaries to  
lessor will be compensated by lessor and paid to lessor  
to the property and it may provide to be compensated by lessor  
It is understood that lessor will at all times have the  
right to remove any fence or boundary line at all times

at all times.  
It is agreed that, if practicable, pumping operations will be maintained in  
such manner that no disturbance will be caused to the  
land and apparatus used to be fitted in order that pumping will be  
provided further that all such disturbance will be  
provided so that there will be no damage to the property.

It is further agreed that lessor will be entitled to  
an amount of prospecting claim and hold, it will and lessor to  
provide, however, that lessor shall, upon completion of  
all his services.

Year after this termination of existing will be entitled  
to proceed thereafter at any time during the term thereof or earlier  
than the expiration, with the right to remove to remove all equipment  
effectedly prospecting and mining and land now being held

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- and may make or not such return or account, by presently  
paying or by filing all unexpired arrears of recovery, so as to  
not exceed the sum of royalty payable the ratio per cent of the  
gross production as received from the government, which is not  
to exceed the amount of production money on which royalties are  
payable, 10% of yield contribution, and upon payment of same  
as to production thereof.
6. Persons agreed to pay under proportion of 10% of yield  
produced or payable by the State in which the oil was produced  
or entitled to, or by the Federal Government, if the  
same is considered a premium. Then the same covered hereby,  
6. The lessee will keep accurate books showing quantity  
and kind of oil contained produced from and to whom sold or  
consigned, where and to whom sold, and money received from whom  
and where paid off, records shall be open to inspection by lessee at  
any reasonable time.
6. All mining operations shall be carried on in a lawful  
and workmanlike manner and may be conducted by any person authorized  
by me or my agent, in the manner I may see fit or otherwise directed  
but in the event of any dispute or opposition arising, resolvable  
at the time for damages done to the surface of said land on account  
of any such dispute.
7. It is further understood and agreed that all operations from  
the date covered hereby may be claimed and prepared for any purpose  
of oil or other fluid or without the least expense which  
is to be covered hereby are located, so as to be demanded by me  
for any independent operation, or in a well or wells in which  
other operators may, lawfully, commonly referred to as a control, con-  
sidering, please note that such plant or facility for location or  
operations, has the right to break upon free, other than their Inc.  
the control, considering the plant shall be supplied with sufficient water  
and pumping, so long, then such area and no other, as may be  
located, handled and constructed, so long as no control can  
be made, and it may be necessary to make other arrangements

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method and practice thereof. It will consist of a truck equipped with automobile lighting and running lights, and drawn from the land covered hereby shall not exceed one ton from other lands or during the time it is so recovered therefrom be combined with the same or derived from iron from other lands, and said combination or iron so recovered from any other lands, shall not exceed one ton.

8. If ore and rock from the land covered hereby on other lands, the tailings, rock and other waste products thereof shall be sent to the recovery works by the owner of the land or other lands are taken from the land covered hereby such material shall be sent to Tomson, - paid by Tomson, - Tomson to be paid Tomson in effect each ton recovered or reduced the same for further recovery of the same contained or left the reduction plant and each ton so paid by Tomson fifty per cent (50%) of the price paid for such material which shall be paid payment to Tomson in manner and by Tomson subject to and upon the condition that no waste material shall not be permitted to enter or be admitted into such reducing operation by Tomson, -

9. Tomson shall have the right to mine and remove the ore and mineral vein on the land covered hereby, to be sent to another on adjoining lands and to hold open all veins on the adjoining lands and vein or vein or veins in the same, upon the same and subsequently mined on the land covered hereby, and be combining with other iron and minerals agree to.

10. The Tomson shall have the right to enter upon the land covered hereby for the purpose of trapping and examining, and to do so in cooperation with the prospecting and mining operators.

11. The iron covered herein is present in the land covered hereby, and the same may be removed and used for the purpose of trapping the traps and dredging the same.

city of the place purchased or license granted, including rights therein, and a concerted effort made to develop the area for mining purposes, then it is agreed that London will within sixty (60) days from prospecting, commence or continue on London's funds such prospecting, development, mining and/or exploration on London's funds, such prospecting, development, mining and/or exploration on London's funds shall not be suspended at any time for longer than ninety (90) days, except on account of non-delivery of tools, materials, supplies or other conditions beyond the control of London, and it is agreed that when the value of the concentrated payment from mine production is such that mining thereof cannot be profitably carried on by London, operations may be suspended until such time as the mining can be profitably carried on.

Provided further that if prospecting, or mining, operations should not be commenced on said land within thirty (30) days from date herein, the London shall pay to London the sum of \$140.00, which payment or London shall operate as a rental for twelve (12) months from the date of this instrument, and the same shall also cover the eight and six-tenths (8 6/10) percent to defray the expense of said prospecting or mining operations for and during the said period. In like manner and upon like payments of London, the commencement of prospecting or mining operations may be further deferred or suspended after having been commenced for the periods, successively during the term of this lease. London expeditiously due to him the rental payment of \$140.00 when received within the thirty (30) day period, as provided in Article I, following date of execution hereof, in a sum, valid and sufficient consideration and sufficient in all respects to be sufficient and owing covenant London, including specifically the option granted the London to extend this lease from time to time during the term thereof upon the payment of tenor of the rentals hereinbefore provided for. All rentals due London may be paid by telephone check and fed, postage prepaid, to London at Montreal and Adams Bank, 1000 St. J., Montreal, or the amount, on London's credit, or otherwise the amount may be remitted in such London payable.

Sold bent and the memorandum by a power irrevocable to hereby make the agent of London to accept all rentals and royalties herein provided for, and the same shall continue in a repository of and registered

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or containuring, the terms of this lease required, or  
ownship of said land or said portmanteau retention.

13. Tenant shall furnish Lessor a true copy of the  
drill hole put down on said land by Tenant himself, showing  
maps or cuttings therefrom, and shall, upon request, furnish  
print of my underground workings on said land after the same.

14. After the expiration of the term hereinbefore fixed,  
Lessor shall continue in force and effect no longer than  
shall be produced therefrom by the Tenant, or less, during  
prospecting or mining operations on said land or any part thereof,  
in good faith.

15. Tenant hereby warrant and agree to defend against  
the Lessor his or her described, and agree that the Lessor shall have  
right, at any time, to demand from Tenant payment of all  
taxes or other sums on the above described lands, by account  
of payment by Tenant, and to subscribe to the payment of the  
same.

16. The Tenant may at any time if it is so desired pay less  
than due and unrendered and remit to the Lessor to the credit  
of any part of the acreage hereinbefore described by giving a  
written notice of his intention so to do and thereafter release  
be relieved from all obligation hereunder as to the amount paid  
if less than the whole is surrendered. If the whole area is  
then both parties are relieved and relieved from all further  
hereunder. If only a portion of the acreage is surrendered  
in that event the Tenant shall remain in full force after such  
completing upon not covered by the amount paid unrendered.

17. Any instrument or notice addressed to me, the  
lessor, and filed by registered mail to Lessor at Custer, South  
Dakota, or to Koshinski and Hoorn Bank, or to me personally,

is to be served to be given by return to him or his attorney  
within one week by registered and addressed to the undersigned  
at Fort Springs, Remond, or such notice may be delivered personally  
at the same address and the time of such notice shall suffice to run  
from the date of delivery or the date of mailing as shown by the  
registered post office receipt, as the case may be.

IN WITNESS WHEREOF, the parties hereto have duly executed this  
instrument the day and year first above written.

*A. J. Buckingham*  
Albert J. Buckingham  
Folsom

PROTESTED URGENT AND TRUE THIS DAY

*R. D. Baldwin*  
Vice-President

Testified

IN THE PRESENCE OF )  
J. C. JASPER )  
C. C. JASPER )

IN TESTIMONY WHEREOF,  
*anastasia*

I, DO REMEMBERED, That on this 13th day of May, 1951, before  
a personally appeared A. J. Buckingham and Albert P. Buckingham,  
who known to be the persons described in and who executed the form-  
ing instrument, and acknowledged that they executed the same as  
said true act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
seal and at my office in said county the day and year last above  
written.

*Harold E. Becker*  
NOTARY PUBLIC

Date expires May 13, 1954

MINING LEASE

THIS INDENTURE; Made and entered into this 15 day of April,  
19<sup>th</sup>, and between W. S. Owen and Roberta Owen, his wife, as parties  
to the first part and hereinafter referred to as lessors, and the  
Federal Mining and Smelting Company, as party of the second part and  
hereinafter referred to as lessee.

WITNESSETH, That

1. Lessors, in consideration of the sum of One Dollar (\$1.00)  
to them in hand paid and other valuable considerations, the receipt  
and sufficiency of which to support each and every covenant hereof  
and each and every right herein granted is hereby acknowledged, and  
the covenants and agreements to be kept and performed and the royalties  
to be paid by the lessee, all as hereinafter set forth, have and by  
these presents do demise, lease and let to the lessee, its heirs and  
assigns, for the purpose of prospecting for, mining and milling lead  
and zinc ores the following described real estate, to-wit:

All of the Southeast Quarter (SE<sub>1</sub>) of the  
Northeast Quarter (NE<sub>1</sub>) of Section Three  
(3), Township Twenty-seven (27), Range  
Thirty-two (32), Jasper County, Missouri,  
except Six (6) acres surface Railroad right-  
of-way,

for the term of ten (10) years from and after the date hereof and  
as long thereafter as lead and zinc ores may be found and produced  
from said premises, all upon the following terms and conditions,  
to-wit;

2. The lessors hereby give and grant unto lessee, for said term,  
the exclusive right and license to prospect and mine said land for  
lead and zinc ores, together with the right and license to prepare  
for market on said premises and remove and sell all lead and zinc  
concentrates produced from said ores, with the right to construct  
buildings or other structures and to make excavations, openings,  
stockpiles, dumps, ditches, drains, roads, tracks, and other improve-  
ments upon said premises, including the use of water in said operations,  
and to place such machinery thereon as lessee may deem necessary for  
efficiently prospecting and mining said land and treating the ores

mined therefrom, with the right in lessee to remove all property so produced at any time during the term hereof or within one year after termination of this lease, and without charge or rent if

the lessee complies WHEREOF, lessee agrees to pay to lessors on or before the tenth (10th) day of each month a royalty of Five (5) percent of the gross sale price of all the lead and zinc concentrates produced and sold from said land during the preceding month with the privilege to consume such concentrates and pay lessors said percentage of the market price thereof as royalty thereon.

"Lead and Zinc Concentrates" are hereby defined to mean the valuable lead and/or zinc minerals as recovered at the mill or concentrating plant where located, including, in addition to lead or zinc, and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision therer, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

5. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

6. All mining operations shall be carried on in a minerlike and workmanlike manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining, lessee shall not be

liable for damages done to the surface of said lands on account of  
any such mining.

7. It is further understood and agreed that all ores mined  
from the lands covered hereby may be cleaned and prepared for market  
on said or other lands within or without the local area within which  
the lands covered hereby are located, as may be deemed desirable by  
lessee, as an independent operation, or in a mill or mills in which  
other ores are being treated, commonly referred to as a central con-  
centrating plant, and that such plant or plants may be located on  
these lands, with the right to treat ores from other lands therein.  
If said central concentrating plant shall be equipped with automatic  
weighing and sampling devices, then such ores shall be weighed, assayed,  
treated, handled and concentrates determined; sold and accounted for  
in the manner which is now or may hereafter be established as standard  
method and practice thereof. If said central plant shall not be  
equipped with automatic weighing and sampling devices, then the ores  
mined from the lands covered hereby shall not be commingled with ores  
from other lands before or during milling, nor shall any concentrates  
recovered therefrom be commingled with the concentrates recovered from  
ores from other lands, and said concentrates shall be sold and accounted  
for separately from any other concentrates.

8. If ores and rock from the lands covered hereby are milled on  
other lands, the tailings, rock and other by-products resulting there-  
from shall belong to the lessee, however, if ores and rock from this  
or other lands are milled upon the lands covered hereby all such  
materials shall belong to lessors, provided, however, that the lessee,  
as long as this lease is in effect, shall have the right to rerun or re-  
treat the same for further recovery of the values therein contained or  
at its election it may sell such materials for the highest and best  
price obtainable and in the event of such sale it shall pay to lessors  
five (5) per cent of the gross amount received for such material or  
ores which shall be full payment to lessors for the materials or ores  
sold. If lessee elects to remill such tailings and other waste material  
it shall not be required to carry on prospecting or mining while such  
remilling operation is being conducted.

9. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as above provided.

10. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of lessee.

11. The lessee shall commence prospecting or mining upon said lands within 30 days from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than 180 days, except on account of unavoidable accidents, strikes or other conditions beyond the control of lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by lessee, operations may be suspended until prices improve so that mining can be profitably carried on; provided that suspension of operations for said last mentioned cause shall not continue longer than five (5) years without the written consent of lessors.

12. Lessee shall furnish lessors a true copy of the log of each drill hole put down on said land by lessee, showing any assays made of cuttings therefrom, and shall, upon request of lessors, furnish print of any underground workings on said land mined by lessee.

13. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect upon the same terms and conditions so long thereafter as ore shall be produced therefrom by the lessee, or lessee shall continue prospecting or mining operations on said land or any part thereof, in good faith.

14. Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors by payment, any mortgages, taxes or other liens on the above described lands, in event of default

of payment by lessors, and be subrogated to the rights of the holder thereof.

16. The lessee may at any time if it so desires pay all royalties then due and surrender and terminate this lease as to the whole or any part of the acreage hereinbefore described by giving Ten (10) days' written notice of its intention so to do and thereafter lessee shall be relieved from all obligations hereunder as to the area surrendered if less than the whole is surrendered. If the whole area is surrendered, then both parties are released and relieved from all further obligation hereunder. If only a portion of the acreage is surrendered, then and in that event the lease shall remain in full force and effect as to the remaining area not covered by the instrument of surrender.

16. In case of failure of lessee to keep and perform the terms of this lease, lessors may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period, this lease shall be forfeited and thereupon terminate, at the option of the lessors, which remedy shall be exclusive.

17. Any instrument or notice which lessee may desire to serve on lessors may be served on Ward C. Hall, Baxter Springs, Kansas. Likewise it is agreed that the said W. S. Owen may give or serve any notice desired to be served upon lessee, it being the agreement of the parties hereto that all royalties due lessors hereunder shall be paid to the said W. S. Owen and that payment of royalty be made by mailing checks for same to W. S. Owen, R.R. #1, Box 203, Webb City, Missouri, and the date of mailing of said checks shall constitute the date of payment, likewise any notice desired to be given to lessors may be mailed to W. S. Owen, by registered mail, to R.R. #1, Box 203, Webb City, Missouri, or such notices may be delivered personally at the same address and the time of such notices shall start to run from the date of delivery or the date of mailing as shown by the registered post office receipt, as the case may be.

18. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

Nestery Public

5-16-5

noted and seal of my office in said County the day and year last above  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

seal this day of April, 1962, before me,  
and acknowledged that they above-named, the same as those first  
known to be the persons described in and who executed the foregoing  
document, do declare under oath, that it is their true intent, to make  
the premises above described to B. O'Donnell and Barbara O'Donnell, his wife, to the  
best of my information, that on the 22nd day of April, 1962, before me,

John J. O'Donnell  
Barbara O'Donnell

FEDERAL MINING AND MACHINING COMPANY

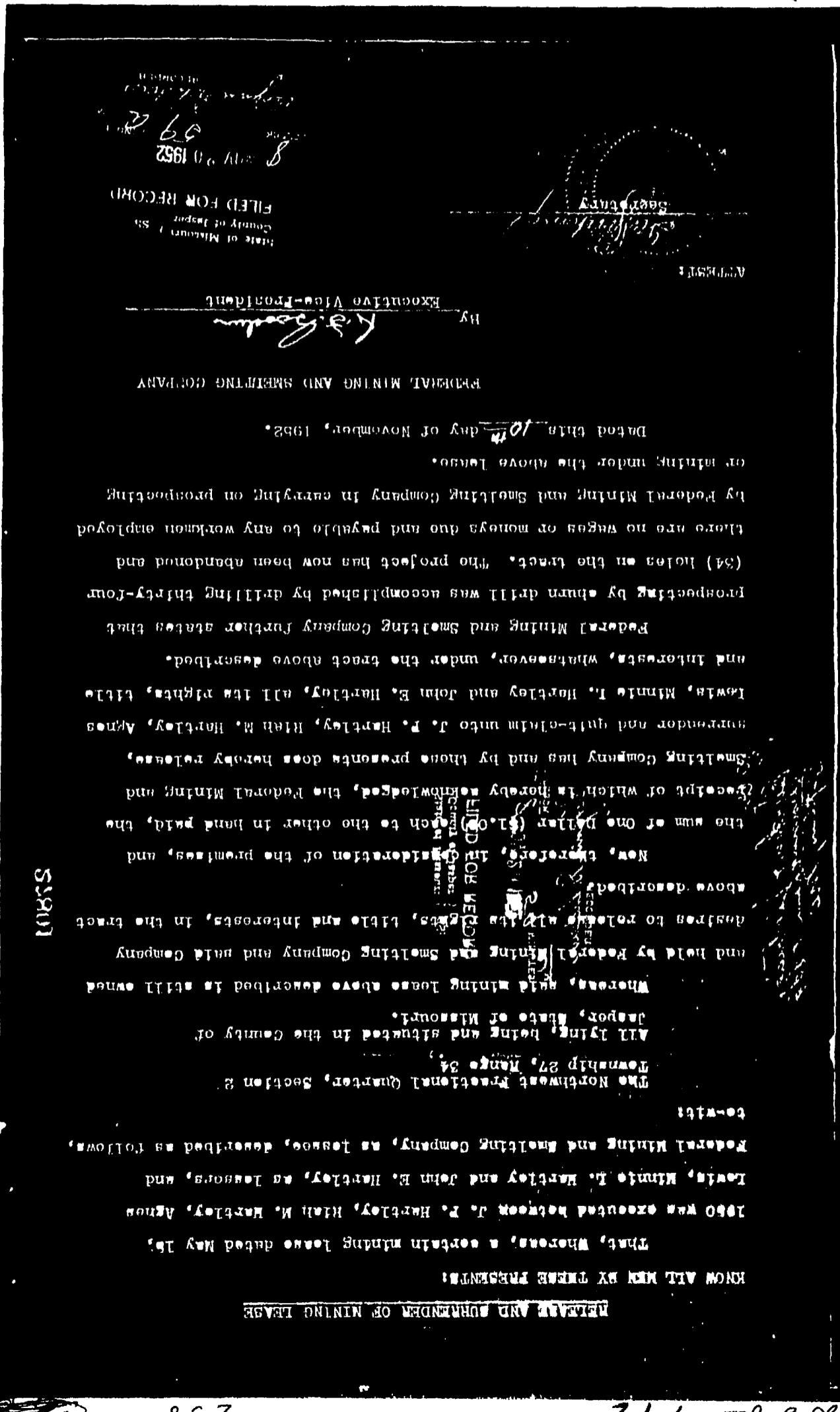
MESSONS

John J. O'Donnell

W. J. O'Donnell

The parties hereto have duly executed this  
agreement in duplicate, this day of April, 1962.

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Book

County (Minister) (N.M.) Section Quarterly-Town (S.A.),  
All of the Northeastern Quartier (N.E.) of the North-

Dauphin County, Messoult to wit:  
hereas a mining lease on the following described land in  
day of December, 1950 make, execute and deliver to the party  
of the second part did in the last  
year now past for an additional term (10) years and  
for a term of ten (10) years from date thereof with option

Party (40) acres belonging to J. H. Royneida.  
Party (40) feet, North to North Line of said  
North Two Hundred Twenty (220) feet, West  
Party (40) feet East Party (40) feet,  
One Hundred Feet (440) feet, North Four hundred  
the Southward (SW) corner: East Four  
(28) Henggerty-Two (32), Berginard et  
Thirty-four (34), Jowanship Twenty-eight,  
of the Northeastern Quartier (N.E.), Section  
that portion of the Northeastern Quartier (N.E.)

land in Dauphin County, Messoult, to wit:  
to the party a mining lease on the following described  
on the 28th day of October, 1950 make, execute and deliver  
whereas, the parties of the first part did heretofore  
with respect thereto,

to a leasee.

Declaro, as party of the fifth part and heretofore referred  
and executing under and by virtue of the laws of the state of  
Benton Mining and Smelting Company, a corporation organized  
hereinafter referred to collectively as lessors and the  
parties, and heretofore referred to as the proprietors, all  
the name of S and P Mining Company, partners of the fourth  
and W. C. Hart, a mining co-partnership, doing business under  
Stevens, Abbott E. Miller, Phamer Stevens, R. M. Phillips  
and Myrtle M. Smith as partner of the third party, John  
Hollins M. Miller a partner of the second party, does as follows:  
hereinafter as partner of the first party, Abbott E. Miller and  
December, 1950 by and between them to the lessors and Anna G.  
This Agreement made and entered into this 15th day of

MINTING SULFURAS

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-2-

vited, if the lessee, it's successors or assigns shall be  
a term of ten (10) years from and after the date hereof, pro-  
viding purpose, all of the lands hereinbefore described for  
lease to the Federal Mining and Smelting Company, for  
1. This lease shall be held by these persons to do damage and  
as follows:

parties hereto, all its successors and assigns, it is agreed  
mutual and agreement to be kept and performed by each of the  
parties hereto and the lessee to be paid and received  
in full, and fourth part, the receipt and sufficiency of which  
dollar (\$1.00) to each of the parties of the first, second,  
now, therefore, in consideration of the sum of one  
a unit,

party, party of the first part herein to be operated by it as  
same may be leased to the Federal Mining and Smelting Com-  
pany, shall land described in said lease to the end that the  
WHEREAS, the parties hereto are desirous of consoli-

for renewal for an additional ten (10) years and,  
for a term of ten (10) years from the date thereof with option

uniting of described portion.  
South Six Hundred Sixty (660) feet to the begin-  
ning of described property (457) feet ten (10) inches,  
North Six Hundred Sixty (660) feet, east four  
Hundred Fifty-seven (457) feet ten (10) inches,  
North Six Hundred Sixty (660) feet, west four  
corner, West Four Hundred Forty (440) feet,  
(SW) except building at the southwest (SW)  
Twenty-eight Twenty-eight (28), Range Fifty-two  
Great Quarter (NW) Section Thirty-four (34),  
All of the North-east quarter (NE) of the North-

land in shape County, Minnesota to wit:  
the parties hereto a writing lease of the following described  
on the eighth day of March, 1952 make, execute and deliver to  
WHEREAS, the parties of the third part did herefore  
for renewal for an additional ten (10) years and,  
for a term of ten (10) years from the date thereof with option

uniting  
(NW) corner of said property (40) South to the begin-  
ning West Four Hundred Forty (440) to Northwest  
(40) feet, North to North Line of said property (40)  
North Two Hundred Twenty (220) feet, West property  
Three hundred forty (440) feet, East property (40) feet,  
East property (440) feet, North Point  
except building at the southwest (SW) corner  
Twenty-eight Twenty-eight (28), Range Fifty-two  
Great Quarter (NW) Section Thirty-four (34),  
All of the North-east quarter (NE) of the North-

mining on said land or any part thereof at the expiration of said Ten (10) year term, then and in that event, this lease shall be renewed automatically for an additional period of Ten (10) years upon the same terms and conditions.

2. Notwithstanding anything in said leases hereinbefore described to the contrary, the following terms and conditions shall apply and control the entire operation contemplated by the parties hereunder.

3. The ores mined from the respective tracts may be commingled, either underground or on the surface and as so commingled may be hoisted at any shaft on any of the respective tracts or any shaft on land owned or held under lease by the lessee and the commingled ore may be milled at lessee's DuchWeig Mill or in the event of destruction or damage to this mill, said ores may be milled at any mill in the Tri-State Area which may be designated by lessee; provided, however, the lessee shall at all times keep and maintain a permanent record of the number of cans or tonnage of crude ore mined and milled from each respective tract and the concentrates recovered from such commingled ore shall be allocated to each respective tract accordingly as the number of cans or tonnage of commingled ore mined and milled from each tract bears to the total; and royalty settlements shall be based on concentrates so recovered accordingly.

4. All concentrates recovered from the commingled ores and all cherts and tailings resulting from milling shall belong to the lessee, however, the lead and zinc concentrates shall be sold by it on the market for the highest and best price obtainable therefore, provided, however, if the lessee so elects, it may take said concentrates for its own account, in which event, royalty settlements shall be based upon the highest best market price for such concentrates in the Tri-State District at the time of taking. Any bonus, subsidy or premium received by the lessee for the concentrates so sold shall be considered as a part of the market price for the purpose of computing and paying royalties hereunder. Payment of royalty shall be full compensation to lessors for all crude ore removed and everything of value therein contained or resulting therefrom.

5. In consideration of the leasing of said lands as aforesaid, the lessee hereby agrees to pay to the lessors on or before the 15th day of each month for concentrates sold the preceding calendar month, the following royalty based on the gross sale price of concentrates allocated to their respective tracts:

To the parties of the first part	5%
To the parties of the second part	5%
To the parties of the third part	5%
To the partnership 5%, until it shall have received \$30,000 at this rate; thereafter royalty of 2 1/2% until it shall have received \$20,000 at this rate; and thereafter <del>is</del> only for the remainder of this lease.	

Payment of royalties to parties of the first part shall be made by mailing check, therefore, to them at 1002 West Seventh Street, Joplin, Missouri; to parties of the second part by depositing the same to their credit in the First National Bank in Joplin, Missouri; to parties of the third part by depositing the same to their credit in the First National Bank in Joplin, Missouri; to party of the fourth part, the partnership, by mailing check, therefore, to First National Bank at Joplin Missouri. The payment of royalties to each party shall be accompanied by the usual settlement sheet customarily used in this district, showing among other things, the kind of concentrates sold, to whom sold, and the price received therefor.

6. The royalties to be paid, as in the preceding paragraph, provided, shall supersede the royalty provisions of the leases hereinbefore described so long as this agreement remains in effect.

7. Lessee shall mine said land in a good, thorough and workmanlike manner; shall keep all shafts and drifts timbered or otherwise supported where in its judgment the same shall appear to be necessary and it shall not remove such timbers or supports without the written permission of lessors or their assigns, but it shall not be liable for damages

In the event of caving or failure of support. Lessor shall also have the right to occupy and use so much of the surface of said land as in its judgment may be needed to properly conduct prospecting, mining or milling operations which shall include the right to erect on said land all necessary buildings, machinery and equipment for the purpose of mining, crushing, cleaning and milling, and preparing for market the mineral or metal products found, the building of ponds for the storage or settling of water pumped or used in connection with said operation and to build and construct trams, roads and railroads over and across the same for the purpose of carrying on said operation or as means of ingress or egress. It shall have the right to remove all buildings, machinery and equipment by it placed on said premises at any time during the term hereof or within one year after the expiration hereof and without any rental therefor.

8. Lessors agree to pay their proportionate part of any taxes assessed or levied by the State in which said lands are located or any subdivision thereof, or by the Federal Government against the ores and/or concentrates produced from the lands covered hereby.

9. The lessee will keep accurate books showing quantities and kinds of concentrates produced from said lands, and sold or consumed, when and to whom sold, and the money received from sales and such books of account shall be open to inspection by lessors at all reasonable hours.

10. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on adjoining lands and to hoist ores and minerals mined on adjoining lands through a shaft or shafts on this land, and the ores and minerals mined on the lands covered hereby may be commingled with other ores and minerals from other lands as herein provided.

11. The lessors shall have the right to enter upon said land for the purpose of inspection and examination, not

470

742

-6-

part of the Jossoco from some part of the land formerly Jossoco,  
15. This lease continues operation on the

face of this proposition, as originally executed.

survander shall have the option of retaining said lease in  
duration it may own or the Jossoco before another lessor, such  
In the event the lessor shall survivor all of the land

the duration of survivor.

full force and effect as to the remaining area not covered by  
proposed, then and in that event, the lessor shall remain in  
position hereunder. If only a portion of the acreage is sur-  
vivor shall be retained and relieved from all further obli-  
igation to survivor. If the whole area is survivor and then  
partition hereunder as to the other survivor and if less than the  
to do and the lessor shall be relieved from all obli-  
gation (7) days written notice of his intention so  
to the whole or any part of the acreage hereinafter described  
royalties then due and survivor and terminate this lease as  
14. The lessor may at any time if it so desires pay all  
on and land owned by lessor.

part of Jossoco, currently part of any unexpired land working  
any money made of cutting timber, and shall, upon re-  
quested date hole put down on said land by lessor, showing  
15. Lessor shall furnish a true copy of the less-  
and in that event, the majority reserved to them shall be  
shall be less than the whole in the respective tracts, then  
little or any interest therein or in the event this little  
lessors also agree little in the event of failure of their  
and be compensated to the rights of the holder thereof.  
lessors by payment, any expense, taxes, or other items,  
the lessor shall have the right, at any time, to redeem for  
paid by them or in which they have an interest and upon this  
16. Lessors hereby warrant the title to the tracts  
operations of Jossoco.

mutually interpreting with the prospecting and mining

-1-

selección, tanto a través, devolviendo, a sucesivas oceasiones de visitas.  
también que la día y año que el trato sobre el mismo, pudiendo ser  
IN WILLING WILHELM, the Director has been informed as  
it is important to know.

building, machinery and equipment, till right to remove which  
industries will be necessary except to remove from said premises,  
and leave said building and remove said plant  
same within said fifteen day period, then and in that event,  
at the same shall take the necessary steps to remove  
said the same can be removed within that time, or if not,  
less (15) days from the date of receipt of such notice, pro-  
the event lease shall fail to remedy and breach within fifteen  
days in writing specifying the breach complained of and in  
or the term and conditions hereof, leaving shall have passed  
17. In the event lease shall fail to comply with any  
mention as shown by the registered postoffice except the following

the time of the notice will start to run from the date of  
all notice shall be sent by registered mail, if mailed, and  
lease or by mailing same to it at Baxter Springs, Kansas.  
to leave may be given by delivering same to any officer of  
sheriff who served in writing. Any notice delivered to be given  
the address given for delivery, unless lease is  
positive owners in person or by mailing same to such owner at  
least one by day during same to any one of the es-  
tates; likewise, any notice delivered to be given any of the  
by mailing same to him at the address for mailing delivery note-  
may be served by delivering same to such agent personally or  
written the lease may suffice to serve on the party  
delivered as the agent of the party and any paper  
16. The State Auditor Board of Control - to hold  
supposition shall be provided for record.  
written or other conditions beyond the control of lessor, such  
the lease to prevent from operating by reason of strike,  
value of compensation, amount to be entitled on it a profit of its  
parties, the operation, including the production and  
provided, however, that it by person of market or other con-

*James Reynolds*  
*June C. Reynolds*

PARTIES OF THE FIRST PART

Albert T. Mills  
Rita M. Mills

PARTIES OF THE SECOND PART

Jesse H. Smith  
Myrtle M. Smith

PARTIES OF THE THIRD PART

Albert T. Mills  
Eric Harp  
John Stevens  
Thomas Stevens  
B. S. Phillips

PARTIES OF THE FOURTH PART

a co-partnership doing business  
as S AND P MINING COMPANY

LESSORS

Federal Mining and Smelting Company

By R. D. Goodwin  
LESSEE Executive  
Vice President

-5-

Approved as to form  
LEGAL DEPARTMENT  
By John W. Johnson

742

472

STATE OF MISSOURI } ss  
COUNTY OF JASPER }

On this 19 day of December, 1952, before me personally appeared Lauren R. Reynolds and Anna C. Reynolds, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

James E. Flaxbeard  
Notary Public

My Commission Expires: April 22, 1955

STATE OF MISSOURI } ss  
COUNTY OF JASPER }

On this 19th day of December, 1952, before me personally appeared Albert F. Mills and Retha M. Mills, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

James E. Flaxbeard  
Notary Public

My Commission Expires: April 22, 1955

STATE OF MISSOURI } ss  
COUNTY OF JASPER }

On this 19th day of December, 1952, before me appeared James H. Smith and Myrtle M. Smith, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

James E. Flaxbeard  
Notary Public

My Commission Expires: April 22, 1955

-9-

875  
RELEASE AND DISCHARGE  
OF  
MINING LEASE

7118190  
507

Know All by THESE PRESENTS, That, Whereas, a certain Mining Lease, situated primarily in the State of Nevada, between the County of Mineral and Mineral County, in the State of Nevada, is described as follows:

Block 1, the northeast quarter (NW<sub>1</sub>) of the东北  
quarter section (NW<sub>1</sub>) of Section Four (4) in Mineral County,  
State of Nevada, Block Two, in the County of Mineral, State  
of Nevada, Mineral.

The above described land is herein referred to as the "Leased Land."

Whereas, before December, 1941, the American Smelting Company, a corporation, held a water mining lease to the American Smelting Company, a corporation, on the 14th day of April, 1941,

WHEREAS, prospecting and mining on said land, which is described as above, was discontinued by the American Smelting Company, a corporation, under mining lease to the American Smelting Company, a corporation, on the 14th day of April, 1941;

WHEREAS, said mining lease and personal property, consisting of an air compressor, over shaft, an extreme north east corner of the Leased Land, and a pipe line and other equipment, were sold to the American Smelting and Refining Company, a corporation, on the 14th day of April, 1941, by the American Smelting Company, a corporation, under mining lease to the American Smelting Company, a corporation, on the 14th day of April, 1941;

NOW, THEREFORE, the American Smelting Company, a corporation, does hereby release and remit to the Leased Land, Highway 30, Mineral, Nevada, all rights, title, and interest, either in law or equity, in and to the Leased Land, except the right to remove the Leased Land, the water, personal property, consisting of an air compressor, over shaft, an extreme north east corner of the Leased Land, and a pipe line and other equipment, which right is reserved to the American Smelting and Refining Company.

IN WITNESS WHEREOF, the American Smelting Company, a corporation, has hereunto set his hand and seal this 16<sup>th</sup> day of April, 1941.

AMERICAN SMELTING AND REFINING COMPANY

By: *W. C. Clark*  
W. C. Clark  
President

16<sup>th</sup> April, 1941  
W. C. Clark  
President  
American Smelting and Refining Company  
Mineral, Nevada

004266

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Drawing of light.

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Drawing of light.

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Drawing of light.

## RECORDED IN JASPER COUNTY, MISSOURI

OF  
MINING LEASE

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, a certain Mining Lease dated February 18, 1949, given by S. A. Fones and Amy A. Fones, his Wife, as Lessors, to the Federal Mining and Smelting Company, a Corporation, as Lessee, and recorded in Book 61b at Page 5 of the Office of Recorder of Deeds, Jasper County, Missouri, and covering the following described lands to-wit:

All of the Northeast Quarter of the Northwest Quarter, except twenty-five (25) feet of the East Side thereof, and except right of way of Missouri-Pacific Railroad Company, and the West Half of the Northwest Quarter, and the North twenty-five (25) acres of the Northwest Quarter of the Southwest Quarter of Section 34, Township 28, Range 32, Jasper County, Missouri, containing 145 Acres more or less,

was duly executed and delivered by said Lessors to said Lessee; and

WHEREAS, said Federal Mining and Smelting Company, as Lessee, duly assigned said Mining Lease to the American Smelting and Refining Company, a Corporation, on the 30th day of April, 1953; and

WHEREAS, said Mining Lease above described is still owned and held by the American Smelting and Refining Company and said Company now desires to release and does hereby release, relinquish, surrender and Quit Claim unto S. A. Fones, his heirs and assigns, all its rights, titles and interests, whatsoever, under the tract above described.

AMERICAN SMELTING AND REFINING COMPANY further states that prospecting by churn drill was accomplished by drilling Thirteen (13) holes on the tract, but the project has been abandoned and there are no wages or monies due or payable to any workman who were employed in carrying on prospecting or mining under said lease.

IN WITNESS WHEREOF said American Smelting and Refining Company has executed this instrument the 29<sup>th</sup> day of June, 1956.

~~AMERICAN SMELTING AND REFINING COMPANY~~

By Adrian A. Brown Vice-President

TEST: Harold J. Fones  
Secretary

STATE OF NEW YORK )  
COUNTY OF NEW YORK } SS

On this 3<sup>rd</sup> day of June 1956, before me appeared Adrian A. Brown, to me personally known, who being by me duly sworn, did say that he is Vice-President of the American Smelting and Refining Company, a Corporation, and that the Seal affixed to the foregoing instrument is the Corporation Seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Adrian A. Brown acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my Office in New York County, New York, the day and year last above written.

S. P. F. Notary Public  
Notary Public, State of New York

Certification expires:

Filed for record 21<sup>st</sup> day of July 1964, 6 o'clock PM hrs

Virginia D. Anderson

004267



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Mining Company, parties of the fourth part, and it is referred to as the partnership, all hereinafter referred collectively as lessees and the Federal Mining and Smelting Company is party of the fifth part and herein referred to as lessor, and covering the following described Jasper County, Missouri, to-wit:

That portion of the Northeast quarter (NE<sub>1</sub>) of the Northeast quarter (NE<sub>2</sub>), Section Thirty-four (34), Township Twenty-eight (28), Range Thirty-two (32), beginning at the Southwest (SW) corner; East Four Hundred Forty (440) feet, North Four Hundred Forty (440) feet, East Forty (40) feet, North Two Hundred Twenty (220) feet, West Forty (40) feet, North to North line of said Forty (40) acres belonging to L. R. Reynolds.

All of the Northeast Quarter (NE<sub>1</sub>) of the northeast quarter (NE<sub>2</sub>) Section Thirty-four (34), Township Twenty-eight (28), Range Thirty-two (32) except beginning at the Southwest (SW) corner East Four Hundred Forty (440) feet, North four Hundred Forty (440) feet, East Forty (40) feet, North Two Hundred Twenty (220) feet, West forty (40) feet, North to North line of said Forty (40) acres West Four Hundred Forty (440) to Northeast (NW) corner of said Forty (40) South to the beginning,

All of the Northeast Quarter (NE<sub>1</sub>) of the northeast quarter (NE<sub>2</sub>) Section Thirty-four (34), Township Twenty-eight (28), Range Thirty-two (32) except beginning at the Southwest (SW) corner, East Four Hundred Forty (440) feet, North Six Hundred Sixty (660) feet, West Four Hundred Thirty-seven (437) feet Ten (10) inches, North Six Hundred Sixty (660) feet, East Four Hundred Thirty-seven (437) feet Ten (10) inches, North Six hundred Sixty (660) feet to the beginning description.

A certain mining lease dated the 1st day of April, 1954, wherein W. S. Owen and Roberta Owen, his wife, were and the Federal Mining and Smelting Company is lessor, covering the following described land in Jasper County, to-wit:

All of the Southeast quarter (SE<sub>1</sub>) of the Northeast quarter (NE<sub>2</sub>) of Section Thirty (3), Township Twenty-seven (27), Range Thirty-two (32), Jasper County, Missouri, except Six (6) acres surface Railroad right-of-way.

A certain min. lease dated the 1st day of April, 1954, wherein Howard Scott and Linda Alice Scott, his wife, were lessees and the Federal Mining and Smelting Company is lessor, and covering the following described land in Jasper County, to-wit:

**FEDERAL MINING & SMELTING CO.**

**GRANTOR**

476

10/15/42  
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including the necessary poles, wires, fixtures, anchors and guy wires along, across, or over said land described as follows

Beginning 950 Ft North of the S W Corner, thence East a distance of approximately 1660 Ft , of Section 3, Township 27 N , Range 32 W County of Jasper, State of Mo.

Said Company assumes the responsibility for the proper erection of poles and wires to save us, the harmless from any and all damages that may result from defective poles and other appliances owned by said Company and erected on our our land

Said Company is hereby granted the right and permission to clear of trees limbs and other obstructions and keep cleared a distance of feet on side of said line so as to prevent interference with or damage thereto and to enter upon said land and right of way for the purpose of repairing and replacing said lines and keeping same in order, and in making examination thereof at any time, so long as such lines shall be maintained and operated

This permit shall continue in force only so long as The Empire District Electric Company shall continue to supply electrical energy to the undersigned

Signed and acknowledged in the presence of Federal Mining & Smelting Company  
Signed By

J L Martin, Secretary H A Guess, Vice Pres

Date Nov 16, 1942 Accepted The Empire District Electric Co.  
Form 775 1M 2-41 By R H Flick, Secy

STATE OF NEW YORK  
County of New York)

On this 16th day of November, 1942, before me, a Notary Public within and in said county and state, personally appeared H A Guess to me personally known, being by me duly sworn did say that he is Vice President of Federal Mining and Smelting Company, a corporation of the State of Delaware and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H A Guess acknowledged said instrument to be the free act and deed of said corporation

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal in said county and state, the day and year first above mentioned

Notary Public, Queens County N Y No 509  
Certificate Filed in N Y County No 274  
Queens County Register's No 1119  
New York County Register's No 2T145  
Commission Expires March 30, 1944

My Commission Expires 19 (SEAL) John Edward Dempsey, Notary Public

Filed for Record this 28<sup>th</sup> day of November, 1942 at 8 o'clock 05 minutes A M

*Megay Parker* RECORD

LEASE

THIS LEASE, made and entered into this 15 day of October, 1942, by and between Federal Mining and Smelting Company hereinafter referred to as LESSOR, and THE EMPIRE DISTRICT ELECTRIC COMPANY, a Kansas Corporation, hereinafter referred to as LESSEE

WITNESSETH

FIRST Said LESSOR agrees that

(1) That the LESSOR has this day leased, let and rented and by these presents does lease, let and rent unto the LESSEE the following described premises, lying being and situate in the County of Jasper, State of Missouri, to-wit

Substation Site-A plot forty (40) feet by forty (40) feet located approximately nine hundred fifty (950) feet north and one thousand six hundred sixty (1660) feet east of the SW corner of Section 3, Township 27 N , Range 32 W , in Jasper County, Missouri

for the full term of five (5) years commencing on October 15, 1942

(2) LESSOR has the title to premises and good right to make this lease

(3) LESSOR will put said LESSEE in possession of said premises and will permit it or its

legal representatives and assigns, to quietly hold and enjoy them during said term

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Condition or forfeiture have the right to remove all buildings and improvements including trade fixtures and equipment heretofore made upon the premises or hereafter made during the term of lease, providing all rents due the first party shall have been paid

-2-

SECOND Said LESSOR agrees that

(1) LESSEE agrees and binds itself to pay an annual rental unto the LESSOR of One Dollar (1.00) per year, payable upon the first day of the lease year, each year during the full term of this lease

(2) LESSEE agrees to assume all responsibility for the proper erection of poles, wires and fittings, and to save harmless the said LESSOR from any and all damages that may result from defective poles, wiring or other appliances owned by the said LESSEE and erected on the above described land

THIRD: Said parties mutually agree that

(1) At the end of the Five (5) year term herein mentioned, this lease shall be continued to remain in force upon the same terms, and for a like term of Five (5) years unless LESSEE shall notify LESSOR of its desire to discontinue and terminate the lease at the expiration of, and which notice shall be served not less than Ninety (90) days prior to the expiration of the Five (5) year term hereof

IN WITNESS WHEREOF, said parties have executed and delivered this lease, in duplicate, on this day and year first herein written

Attest J L Martin,  
Secretary

SEAL  
1942

FEDERAL MINING AND SMELTING COMPANY  
By H A Guess,  
Vice Pres

WITNESS

Frank Velten

THE EMPIRE DISTRICT ELECTRIC COMPANY  
By D C McKee,  
Vice Pres

Attest R H Flick,  
Secretary

STATE OF NEW YORK )  
} SS  
City of New York )

SEAL  
1942

On this 16th day of November, 1942 before me, a Notary Public within and for said county state, personally appeared H A Guess, to me personally known, who, being by me duly sworn to say that he is Vice-President of Federal Mining and Smelting Company a corporation of the State of Delaware, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H A Guess acknowledged said instrument to be a true act and deed of said corporation

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal in said county state the day and year first above mentioned

Notary Public, Queens County N Y No 509  
Certificate Filed in N Y County No 274  
Queens County Register's No 1119  
New York County Register's No 2E145  
Commission Expires March 30, 1944

John Edward Dempsey Notary Public

STATE OF MISSOURI )  
} SS  
City of Jasper )

On this 21st day of November, 1942, before me, a Notary Public within and for said county state, personally appeared D C McKee to me personally known, who, being by me duly sworn to say that he is Vice President of The Empire District Electric Company, a corporation of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said D C McKee acknowledged said instrument to be the true act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in said county

## LEASE

THIS LEASE entered into this 24th day of January, 1949, between **Federal Mining and Smelting Company** of **Baxter Springs, Kansas**, hereinafter called Lessor, and **THE GAS SERVICE COMPANY** of **Joplin, Missouri**, hereinafter called Lessee.

**subject to the terms on the reverse side hereof**  
WITNESSETH: That Lessor does hereby lease and let to Lessee for the purpose of a meter or regulator site, a tract of land in **Jasper County, Missouri**, described as

follows: **A tract of land twenty (20) feet by twenty (20) feet in the Southeast Quarter of Southwest Quarter of Section 3, Township 27 North, Range 32 West; more particularly described as beginning at a point two hundred five (205) feet north of south line of Section 3; thence twenty (20) feet north; thence twenty (20) feet west; thence twenty (20) feet south; thence twenty (20) feet east to point of beginning.**

Lessee to have the right to maintain thereon, repair, replace and remove therefrom, such meters, regulators, pipes, appliances, and structures to house the same as its operations may from time to time require.

This lease shall remain in effect for a term of **ten (10)** years commencing on the **first** day of **January**, 1949.

In consideration of the rights hereby granted Lessee agrees to pay as rent the sum of \$ **10.00** annually in advance during the life of this lease; receipt being hereby acknowledged of the sum of \$ **10.00** in full of rent for **year 1949 (first year)**.

In the event Lessee ceases to occupy said premises for the purposes above recited and removes all its property therefrom, this lease may be terminated at its option by written notice to Lessor, but no rent paid in advance shall be rebated by reason of such termination.

On termination of lease Lessee agrees to leave the premises in as good condition as when entered by it.

This agreement shall be binding upon the parties, their heirs, personal representatives, executors, and assigns.

FEDERAL MING AND SMELTING COMPANY

ATTEST:

*John C. Kasey*  
Secretary

*John C. Kasey*  
General Superintendent  
Lessor

THE GAS SERVICE COMPANY

ATTEST:

*John C. Kasey*  
Secretary

*John C. Kasey*  
Vice President  
Lessee

004269

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STATE OF Kansas }  
COUNTY OF Cherokee }

On this 29th, day of January, 1949, before me,

, a Notary Public, personally appeared

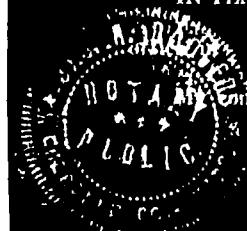
Ward C. Ball and

~~herein~~, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my

Baxter Springs, Kansas, the day and year first above written.

Notary Public Commission expires September 19, 1949



*Jas Rodgers*  
Notary Public in and for said  
County and State.

The Lessee hereby indemnifies and agrees to hold the Lessor harmless from and against any and all loss, damage or liability, including costs and attorney's fees, incident to or resulting in any way from any injury to or death of person or persons, or damage to property arising from or growing out of the use by the lessee of the property hereby leased.

This lease may be terminated at any time upon the expiration of thirty (30) days previous written notice by either party to the other of intention to terminate the same.

RECORDED  
JULY 1 1949  
TENNESSEE  
RECORDS  
CLERK'S OFFICE  
BUTLER COUNTY  
KANSAS  
SEARCHED INDEXED  
FILED  
RECORDED  
JULY 1 1949  
TENNESSEE  
RECORDS  
CLERK'S OFFICE  
BUTLER COUNTY  
KANSAS  
SEARCHED INDEXED  
FILED

004270

of the five-year term hereof.  
and which holder shall be bound not later than fifty (50) days prior to the expiration  
party of this lease to discontinue and terminate the lease at the expiration thereof,  
part of five (5) years, unless second party hereby shall in writing notify lessor  
that lease shall be discontinued and leave in force upon the same term, and for a like  
it is further agreed that at the end of the five-year term lessor  
this term.

amount in advance, payable annually, on the last day of August, during the term of  
part agrees to pay to party of this lease part a rental of one dollar (\$1.00) per  
IN consideration for which payment and license, the said party of the second  
last day of August, 1952.

and land for the purpose above written for the period of five (5) years from the  
and means to said party of the second part the license and privilege of occupying  
NOW, THEREFORE, said party of the first part hereby consents to said occupancy  
therein,

and other leasehold appurtenances as may be necessary or proper in connection  
a transitory occupation, together with such buildings, machinery, tools, etc.,  
occupying and using said land for the purpose of extracting and manufacturing thereon  
AND WHEREAS, party of the second part desires the license and privilege of

Hage 33W, Jasper County, Missouri,  
NE corner of the NW of the SE of Section 6, Township 27N.  
A tract of land fifty (50) feet by fifty (50) feet in the

70-1161:

WHEREAS, party of the first part is the owner of the following described land

WITNESSED:

part,

state of Kansas and duly licensed to do business in Missouri, party of the second  
Hedgegate Lumber Company, a corporation organized under the laws of the  
between the Federal Lumber and Manufacturing Company, party of the first part, and the  
THIS AUGUST, 1952, had and executed this the last day of August, 1952, by and

A.F.L.

WITNESS:

LILING DIAZ

AGENCY OF THE STATE OF KANSAS

Number # 479  
Substation # 100

LEASE

8/15/84

728

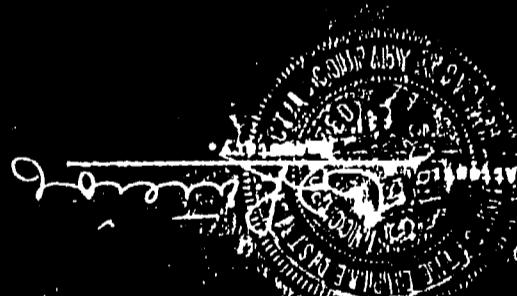
State of Missouri / ss.  
County of Jasper  
FILED FOR RECORD

152 37 MINUTE,  
Jasper, Indiana  
RECORDED

RECORDED  
JASPER, IN  
152

by (28) Vicks-Presidderet.  
THE INTERNAL IMPERIAL MINING COMPANY

THE INTERNAL MINING AND SMELTING COMPANY  
General Superintendent  
by Wm. C. Davis



Attest:  
Wm. C. Davis

Knows that the day and year above written.  
In witness whereof, the parties hereto have subscribed to this instrument  
and affixed their seals without the written consent of party or the last party.  
Party of the second subscription that it will not exceed the time before or  
hereafter and whenever subpoenaed thereon.

Proceded to record the aforesaid instrument, and all  
above purposed to be witnessed, and said party of the last party of the  
aforesaid to do witnessed land, and that only the right to use the surface for the  
aforesaid to be witnessed land, that is expressly reserved and agreed between the parties hereto, that said land

County, Missouri, to-wit:

All of the Southwest Quarter ( $SW\frac{1}{4}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Four (4), in Township Twenty-seven (27), Range Thirty-two (32), in the County of Jasper and State of Missouri.

A certain mining lease dated the 17th day of April, 1950, wherein Elizabeth A. Pate, widow of Harry Pate, deceased is lessor, and the Federal Mining and Smelting Company is lessee, and covering the following described land in Jasper County, Missouri, to-wit:

All of the Northwest Quarter ( $NW\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Five (5), Township Twenty-seven (27), Range Thirty-three (33) Jasper County, Missouri, containing Forty (40) acres more or less.

A certain mining lease dated the 18th day of April, 1950, wherein Warren B. Williams and Nola M. Williams, his wife, are lessors, and the Federal Mining and Smelting Company is lessee, and covering the following described land in Jasper County, Missouri, to-wit:

All of the East One-half (E 1/2) of Lot One (1) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Six (6), Township Twenty-seven (27), Range Thirty-three (33), except the Railroad, containing Thirty-seven (37) acres more or less, all in Jasper County, Missouri.

A certain mining lease dated the 3rd day of May, 1950, wherein Clarence M. Capelli and Catherine E. Capelli, husband and wife, and Helen D. Capelli are lessors and Federal Mining and Smelting Company is lessee, and covering the following described land in Jasper County, Missouri, to-wit:

All of Lot One (1) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Five (5), Township Twenty-seven (27), Range Thirty-three (33), Jasper County, Missouri, containing Eighty (80) acres more or less, subject to railroad right-of-way.

A certain mining lease dated the 14th day of October, 1950, wherein Charles B. Smith and Etta Smith, husband and wife, are lessors, and Federal Mining and Smelting Company is lessee, and covering the following described land in Jasper County, Missouri, to-wit:

covering the following described land in Jasper County, Missouri, and Kansas Extension, Inc., a corporation, in trust, and  
1951, wherein Glenn M. Ayler of West City, Missouri, is the  
A certain writing dated the 20th day of December,  
to the undersigned, and certifying.

that there having been made out and delivered to me

Range 33, Square 37 (NW<sup>1/4</sup>), all in Section 35, Township 28,  
unit the East One-half (E<sup>1/2</sup>) of the Northeast quarter (NW<sup>1/4</sup>)  
West One-half (W<sup>1/2</sup>) or the Northeast quarter (NW<sup>1/4</sup>) and the  
half (NE<sup>1/4</sup>) of the Southeast quarter (SE<sup>1/4</sup>) and the  
middle portion of the (SW<sup>1/4</sup>) and the West one-

Range 33, in Jasper County, Missouri,  
quarter (NW<sup>1/4</sup>), of Section 35, Township 28,  
the Northeast quarter (NW<sup>1/4</sup>) of the Southeast

County, Missouri, to-wit:  
and covering the following described land in Jasper  
County, as trustee party, and George W. Foster is successor  
to 1951, wherein St. Louis-Saint Paul & Zinc Company, a Missis-  
A certain writing dated the 17th day of January,

tating 52.37 acres, more or less.  
Thirty-third (33) acre, more or less,  
B10 (5), Township Twenty-seven (27), Range  
(2) of the Northeast quarter (NW<sup>1/4</sup>) of Section

in Jasper County, Missouri, to-wit:  
bank to Lanes, and covering the following described land  
with, and Leasons, and the Federal Mining and Smelting Co.  
1951, wherein W. J. Geohanna and William W. Geohanna, his  
A certain mining lease dated the 17th day of February,

Thirty-third (33), Jasper County, Missouri,  
B10 (5), Township Twenty-seven (27), Range  
of the Northeast quarter (NW<sup>1/4</sup>) of Section  
fifty-two and thirty-one hundredths (52.31)

in Jasper County, Missouri, to-wit:  
bank to Lanes, and covering the following described land  
with, and Leasons, and the Federal Mining and Smelting Co.  
1951, wherein W. J. Geohanna and William W. Geohanna, his  
A certain mining lease dated the 17th day of February

thirty-four (33) in Jasper County, Missouri,  
(6), Township Twenty-seven (27), Range  
six Northeast quarter (NE<sup>1/4</sup>) of Section six  
All of the West Half (W<sup>1/2</sup>) of Lot Two (2) in

428

82 78

-5-

A certificate in writing I hereby dated this 21st day of January, 1950,  
to the Federal Mining and Smelting Company  
and James J. Murphy hereinafter referred to as "Kanana Expytations",  
and the Federal Mining and Smelting Co. doing business as "James J. Murphy  
Mining Co.", W. Potter and Son Inc., Potters, this 21st, one thousand  
one hundred and forty nine.

(A) A certificate in writing I hereby dated this 21st day of January, 1950,  
to the Federal Mining and Smelting Company  
and James J. Murphy hereinafter referred to as "Kanana Expytations",  
and the Federal Mining and Smelting Co. doing business as "James J. Murphy  
Mining Co.", W. Potter and Son Inc., Potters, this 21st, one thousand  
one hundred and forty nine.

(B) A certificate in writing I hereby dated this 21st day of January, 1950,  
to the Federal Mining and Smelting Company  
and James J. Murphy hereinafter referred to as "Kanana Expytations",  
and the Federal Mining and Smelting Co. doing business as "James J. Murphy  
Mining Co.", W. Potter and Son Inc., Potters, this 21st, one thousand  
one hundred and forty nine.

(C) A certificate in writing I hereby dated this 21st day of January, 1950,  
to the Federal Mining and Smelting Company  
and James J. Murphy hereinafter referred to as "Kanana Expytations",  
and the Federal Mining and Smelting Co. doing business as "James J. Murphy  
Mining Co.", W. Potter and Son Inc., Potters, this 21st, one thousand  
one hundred and forty nine.

(D) A certificate in writing I hereby dated this 21st day of January, 1950,  
to the Federal Mining and Smelting Company  
and James J. Murphy hereinafter referred to as "Kanana Expytations",  
and the Federal Mining and Smelting Co. doing business as "James J. Murphy  
Mining Co.", W. Potter and Son Inc., Potters, this 21st, one thousand  
one hundred and forty nine.

This certificate (N.Y.) of Section 31, Tomahawk, 29,

This certificate (N.Y.) of Section 31, Tomahawk, 29,

and James J. Murphy hereinafter referred to as "Kanana Expytations",  
and the Federal Mining and Smelting Co. doing business as "James J. Murphy  
Mining Co.", W. Potter and Son Inc., Potters, this 21st, one thousand  
one hundred and forty nine.

To-wit:

750

430

covering the following described land in Jasper County,  
Missouri, to-wit:

Lands lying in Jasper County, Missouri:

All of Section 13, Township 27, Range 3 $\frac{1}{4}$  West; The East One-half (E $\frac{1}{2}$ ) of Section 14, Township 27, Range 3 $\frac{1}{4}$  West; all of Section 18, except the East One-half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of said section, Township 27, Range 33.

Lands lying in , Missouri:

The East One-half (E $\frac{1}{2}$ ) of Section 23, Township 27, Range 3 $\frac{1}{4}$  West.

All of Section 25, lying north of Shoal Creek, except the East One-half (E $\frac{1}{2}$ ) of the East One-half (E $\frac{1}{2}$ ) which lies north of Shoal Creek, the part leased containing approximately 230 acres, all in Township 27, Range 3 $\frac{1}{4}$  West.

All of Section 19, except the Southwest Quarter (SW $\frac{1}{4}$ ), and except the East One-half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), and except the North One-half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ), of the Northeast Quarter (NE $\frac{1}{4}$ ), the part leased containing approximately 380 acres, all in Township 27, Range 33 West.

All of Section Twenty-four (24), Township Twenty-seven (27), Range Thirty-four (34) W.

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 20, Township 27, Range 33 West.

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and that part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Section 26, Township 27, Range 3 $\frac{1}{4}$  West, which lies north or east of Shoal Creek.

A certain mining lease dated the 14th day of June, wherein T. D. Miller, a single man is lessor, and the Mining and Smelting Company is lessee, and covering the described land in , Missouri, to-wit:

North Half (N $\frac{1}{2}$ ) of the Southwest Fractional Quarter (SW fr.  $\frac{1}{4}$ ) Section 19, Range 33, Township 27, Newton County, Missouri,

together with all other property both real and personal, every kind and character, owned by the Federal Mining and Smelting Company in the State of Missouri or elsewhere, whether described herein or not.

TO HAVE AND TO HOLD said mining leases and all rights  
and privileges appertaining thereto unto the American Smelting  
and Refining Company, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has  
caused this instrument to be executed by its proper Officer  
the day and year first above written.

FEDERAL MINING AND SMELTING COMPANY

By *R. F. Gardner*  
*Executive Vice-President*

*R. F. Gardner*

STATE OF NEW YORK )  
CITY OF NEW YORK ) SS

On the 20th day of April, 1953, before me appeared  
*R. F. Gardner*, to me personally known, who,  
being by me duly sworn, did say that he is Executive  
Vice-President of the Federal Mining and Smelting Company,  
a corporation, organized and existing under and by virtue of  
the laws of the State of Delaware, and that the seal affixed  
to the foregoing instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed  
in behalf of said corporation by authority of its Board of  
Directors, and said *R. F. Gardner* acknowledged  
said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
fixed my official seal at my office in said city and state  
the day and year last above written.

*Harold Howe*

Notary Public

HAROLD HOWE  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 24-0332900  
QUEENSBORO BRIDGE COUNTY  
Certificates held with:  
Kings & Co., Rochester, N.Y. or Cook & K.A. Co., Rochester  
Commission Expires March 30, 1964